

IN THE SENATE OF THE UNITED STATES.

LETTER

FROM

THE SECRETARY OF WAR,

IN RESPONSE

To the resolution of the Senate of February 27, 1893, relative to the proposals for the improvement of the harbor of Philadelphia.

MARCH 1, 1893.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT,
Washington, March 1, 1893.

SIR: I have the honor to acknowledge the receipt of the resolution agreed to in the Senate on the 27th ultimo, requesting the Secretary of War "to furnish for the information of the Senate copies of all papers and documents relating to the proposals for the improvement of the harbor of Philadelphia under date of January 31, A. D. 1893, and that he be requested to suspend action upon said proposals until the information has been received and considered by the Senate."

In response to that resolution there are transmitted herewith copies of all papers and documents relative to the proposals for the improvement of the harbor of Philadelphia that are found on the files of the office of the Chief of Engineers. These copies include, in summary, the following papers: One copy of each proposal received, and abstract of the same; the letter of February 6, 1893, by Maj. C. W. Raymond, Corps of Engineers, the officer in charge, transmitting the bids and abstracts; the indorsements upon the latter paper of February 7, 1893, showing the recommendation of the Chief of Engineers when submitting the bids to the Secretary of War, and the action of the Secretary of War of February 20, 1893, directing that all bids be rejected and that proposals be again invited by advertisement; the letter of Maj. Raymond, February 14, 1893, written in compliance with verbal instructions of the Secretary of War; inclosures 5 to 7, inclusive, of the file number 1210, office Chief of Engineers; inclosures 9 to 42, inclusive, of the file number 1210, office Chief of Engineers; inclosure 43 of the same file number, being an inclosure to the inclosure 42, above; inclosure 44 of the file number 1210, office Chief of Engineers; letter to Maj. Raymond, dated February 20, 1893, from the office of the Chief of Engineers, informing him of the instructions of the Secretary of War of the same date that all bids be rejected and the

work readvertised; telegram to Maj. Raymond, of date February 27, 1893, directing that all action be suspended in regard to readvertising the work until further advised, and of the following memoranda: In reference to representation of the Pennsylvania Congressional delegation; in reference to the visit of Hon. Charles O'Neill, of Pennsylvania, and of the visits of Mr. McAleer and Mr. Reyburn; in reference to quotation from the report of the committee, House of Commons, Ottawa, regarding Larkin, Connolly & Co.; in reference to statement submitted by American Dredging Company, and memorandum inclosed with the inclosure 29 of the file number 1210, office Chief of Engineers, regarding the Connollys who succeeded Moore and Wright on the Quebec Harbor works. There are also inclosed copies of the papers, four in number, of the file number 1073, office Chief of Engineers, and of the telegram from that office, dated January 31, 1893, informing Hon. H. H. Bingham that the bids for the Philadelphia work were to be opened on that day.

I have to-day made an order suspending, until further orders, the order heretofore given that all the bids be rejected, and that proposals be again invited by advertisement.

Very respectfully,

S. B. ELKINS,
Secretary of War.

THE PRESIDENT OF THE UNITED STATES SENATE.

IMPROVEMENT OF PHILADELPHIA HARBOR.

ADVERTISEMENT.

U. S. ENGINEER OFFICE, 1428 ARCH STREET,
Philadelphia, Pa., December 30, 1892.

Sealed proposals, in triplicate, will be received at this office until 11 a. m., Tuesday, January 31, 1893, and then publicly opened, for dredging and removal of wharfing in Philadelphia Harbor and the depositing and spreading of material on League Island.

Specifications, blank forms, and all available information will be furnished on application to this office.

C. W. RAYMOND,
Major, Corps of Engineers, U. S. Army.

SPECIFICATIONS.

GENERAL INSTRUCTIONS FOR BIDDERS.

1. The attention of bidders is especially invited to the acts of Congress approved February 26, 1885, and February 23, 1887, as printed in vol. 23, page 332, and vol. 24, page 414, United States Statutes at Large, which prohibit the importation of foreigners and aliens, under contract or agreement, to perform labor in the United States or Territories or the District of Columbia.

2. Preference will be given to articles or materials of domestic production, conditions of quality and price being equal, including in the price of foreign articles the duty thereon.

3. Maps of the localities may be seen at this office. Bidders, or their authorized agents, are expected to visit the place and to make their own estimates of the facilities and difficulties attending the execution of the work, including the uncertainty of weather and all other contingencies.

4. No proposal will be considered unless accompanied by a guarantee in manner and form as directed in these instructions.

5. All bids and guarantees must be made in triplicate, upon printed forms to be obtained at this office.

6. The guaranty attached to each copy of the bid must be signed by two responsible guarantors, to be certified as good and sufficient guarantors by a judge of United States court, United States district attorney, collector of customs, or any other officer under the United States Government.

7. A firm will not be accepted as surety, nor will a partner be accepted as surety for a copartner or for a firm of which he is a member. An officer of a corporation will not be accepted as surety for such corporation. Sureties must be citizens of the United States.

8. All signatures in proposals, guarantees, contracts, and bonds shall have affixed to them seals of wax, wafer, or other adhesive substance, and should be written out in full, and the signatures to the guarantees, contracts, and bonds should be attested by at least one witness, and when practicable by a separate witness to each signature.

9. Each guarantor will justify in the sum of two hundred and fifty thousand (250,000) dollars. The liability of the guarantors and bidder is determined by the act of March 3, 1883, 22 Statutes, 487, chap. 120, and is expressed in the guarantee attached to the bid.

10. When firms bid, the individual names of members should be written out, and should be signed in full, giving the Christian names; but the signers may, if they choose, describe themselves in addition as doing business under a given name and style as a firm.

11. The place of residence of every bidder, and post-office address, with county and State, must be given after his signature.

12. All prices must be written as well as expressed in figures.

13. One copy each of the advertisement, the instructions for bidders, and the specifications, all of which can be obtained at this office on application by mail or in person, must be securely attached to each copy of the proposal and be considered as comprising a part of it.

14. Proposals must be prepared without assistance from any person employed in or belonging to the military service of the United States or employed under this office.

15. No bidder will be informed, directly or indirectly, of the name of any person intending to bid or not to bid or to whom information in respect to proposals may have been given.

16. Any one signing the proposal as the agent of another or others must file with it legal evidence of his authority to do so.

17. All blank spaces in the proposal and bond must be filled in, and no change shall be made in the phraseology of the proposal, or addition to the items mentioned therein. Any conditions, limitations, or provisos attached to proposals will be liable to render them informal, and cause their rejection.

18. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder.

19. If a bidder wishes to withdraw his proposal, he may do so before the time fixed for the opening, without prejudice to himself, by communicating his purpose in writing to the officer who holds it, and, when reached, it shall be handed to him or his authorized agent, unread.

20. Reasonable grounds for supposing that any bidder is interested in more than one bid for the same item will cause the rejection of all bids in which he is interested.

21. No bids received after the time set for opening of proposals will be considered.

22. The proposals and guarantees must be placed in a sealed envelope marked "Proposals for improving Philadelphia Harbor," and inclosed in another sealed envelope addressed to Major C. W. Raymond, Corps of Engineers, 1428 Arch street, Philadelphia, Pa. The outer envelope must be so indorsed as to indicate before being opened the particular work for which the bid is made.

23. The United States reserves the right to reject any and all bids, and to waive any informality in the bids received; also to disregard the bid of any failing bidder or contractor known as such to the Engineer Department.

24. The bidder to whom award is made will be required to enter into written contract with the United States, with good and approved security, in an amount of five hundred thousand (500,000) dollars, within ten (10) days after being notified of the acceptance of his proposal.

25. The contract which the bidder and guarantors promise to enter into shall be, in its general provisions, in the form adopted and in use by the Engineer Department of the Army, blank forms of which can be inspected at this office, and will be furnished if desired to parties proposing to put in bids. Parties

making bids are to be understood as accepting the terms and conditions contained in such form of contract.

26. The sureties are to make and subscribe affidavits of justification on the back of the bond to the contract and they must jointly justify in double the amount of the penalty.

27. Bidders are invited to be present at the opening of the bids.

GENERAL CONDITIONS.

28. A copy of this advertisement, specifications, and instructions will be attached to the contract and form a part of it.

29. The contractor should, within ten days from the award of the contract, furnish the office with the post-office address to which communications should be sent.

30. Transfers of contracts, or of interests in contracts, are prohibited by law.

31. The contractor will not be allowed to take advantage of any error or omission in these specifications, as full instructions will always be given should such error or omission be discovered.

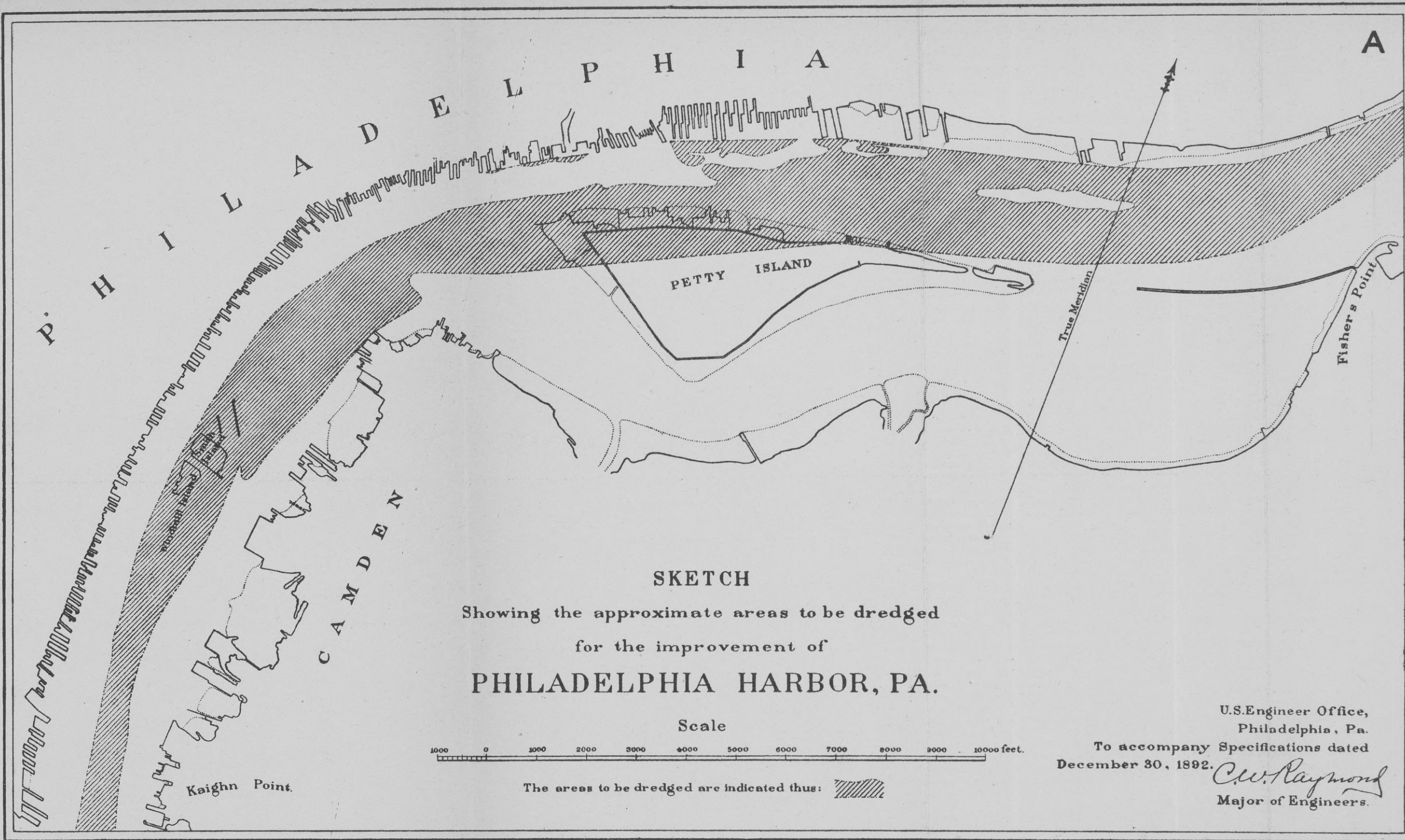
32. The decision of the engineer officer in charge as to quality and quantity shall be final.

33. It is understood and agreed that the quantities given are approximate only, and it must be understood that no claim shall be made against the United States on account of any excess or deficiency, absolute or relative, in the same. Bidders are expected to examine the drawings, and are invited to make the estimate of quantities for themselves.

34. When appropriations are made available by law payments will be made monthly, subject to the condition that no payment will be made for the excavation and deposit of a quantity of material or the removal of a length of revetment, less than the quantity or length required by the engineer officer in charge to be removed during the calendar month next preceding the month of payment. Ten (10) per cent will be reserved until the total amount thus retained is equal to ten (10) per cent of the cost of completing the work remaining to be done under the contract as estimated by the engineer officer in charge. When this amount has been retained no further reservation shall be made from the monthly payments; and at the last monthly payment of each fiscal year such portion of the total amount retained as will then reduce it to ten (10) per cent of the cost of completing the work remaining to be done under the contract, as estimated by the engineer officer in charge, shall be paid to the contractor. Should payments be discontinued for a period of one year owing to lack of funds, the total amount reserved from previous payments shall be paid to the contractor.

35. The contractor must be prepared to carry on the work as rapidly as may be required by the engineer officer in charge, provided funds are available for payment therefor; but he will not be required to remove by dredging more than 400,000 cubic yards of material, scow measurement, during any one calendar month. The engineer officer in charge shall from time to time indicate to the contractor in writing the work which is to be done and assign a date for the completion thereof, subject to the condition expressed in the preceding paragraph. Should the time allotted for the completion of such work be extended, all expenses for inspection and superintendence during the period of the extension, the same to be determined by the engineer officer in charge, shall be deducted from payments due or to become due to the contractor; *Provided, however*, That if the party of the first part shall, in the exercise of his discretion, because of freshets, ice, or other force or violence of the elements, allow the contractor additional time in writing as provided for in the form of contract, there shall be no deduction for the expenses for inspection and superintendence for such additional time so allowed: *Provided, further*, That nothing in these specifications shall affect the power of the party of the first part to annul the contract as provided for in the form of contract adopted and in use by the Engineer Department of the Army. Other work, additional to that thus assigned, may be executed when authorized by the engineer officer in charge. On or before the last day of each calendar month during the working season the engineer officer in charge may prescribe to the contractor in writing the minimum amount of material to be excavated and deposited, and the minimum length of revetment to be removed, during the calendar month next following.

36. In case the available funds become exhausted before the completion of the contract, the engineer officer in charge will give thirty (30) days' written notice to the contractor that work may be suspended; but if the contractor so elects, he may continue work under the conditions of the specifications, after the time



SKETCH

Showing the approximate areas to be dredged
for the improvement of
PHILADELPHIA HARBOR, PA.

Scale

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet.

The areas to be dredged are indicated thus:



U.S. Engineer Office,
Philadelphia, Pa.

To accompany Specifications dated
December 30, 1892.

C. W. Raymond
Major of Engineers.

set by such notice, with the understanding, however, that no payments will be made for such work until additional funds have been provided in sufficient amount. When additional funds become available for continuing the work, the engineer officer in charge will give thirty (30) days' written notice to the contractor that work must be resumed.

37. All available information in the possession of the United States will be given upon application. The United States will not guarantee the correctness of its information and will not be responsible for the safety of the employés, plant, or materials used by the contractor, nor for any damage done by or to them from any source or any cause. Bidders are expected to satisfy themselves as to the nature of the work to be done, and it will be assumed that proposals are based upon a thorough understanding of its character. Intending bidders are urged to visit the localities of the work, and, by personal inspection and inquiry, fully inform themselves as to the present and probable future conditions. Navigation shall not be obstructed, and no allowance or concession will be made for any lack of information on the part of the contractor regarding the work. The price bid shall be full compensation for furnishing all necessary labor, materials, and appliances of every description, and for doing all work herein specified to the satisfaction of the engineer officer in charge, and shall include all risks and delays of whatever nature attending the execution of the work.

SPECIAL CONDITIONS.

The river and harbor act of September 19, 1890, authorized the Secretary of War to enter into contracts for all the work required for the improvement of the Delaware River between the cities of Philadelphia, Pennsylvania, and Camden, New Jersey, provided that the cost of the improvement shall be paid for as appropriations may from time to time be made by law.

General project.—The work under these specifications contemplates the formation of a channel about 2,000 feet in width, with a cross section not far from 55,000 square feet at mean tide, along the Philadelphia shore from Kaighn Point to Fishers Point, at a distance far enough from the present wharf line to permit the extension of the wharves and the widening of Delaware avenue at their shore ends.

For this purpose it is proposed to remove Windmill and Smith Islands and the adjacent shoals so as to form a 26-foot channel, about 1,000 feet wide, or wider if found practicable during the progress of the work, along the front of the revised Philadelphia wharf line from Kaighn Point to the foot of Petty Island. It is further proposed to widen the Pennsylvania Channel at Petty Island, so as to give the Pennsylvania Channel in this locality a width of about 2,000 feet, a depth of 26 feet over a width of about 1,000 feet, more or less, the channel sloping to a depth of 12 feet in the remaining width, and a resulting cross-section of about 55,000 square feet.

The material removed is in part to be deposited and spread on League Island and the balance is to be placed where it will not be an injury to the river.

Description of the locality.—The following description, and the sketch hereto appended and marked "A," are intended to give a general idea of the character and location of the work required.

Smith and Windmill islands are situated in the Delaware River between and opposite the centers of the cities of Philadelphia and Camden. They are about 800 feet from the ends of the Philadelphia wharves and about 1,200 feet from the ends of the Camden wharves. These islands are the property of the United States. They are separated by a cut about 130 feet wide and about 10 feet deep at mean low water, which is maintained by a ferry company.

The area of Smith Island is about 8 acres. Above it there is a shoal extending about one mile, and having on it less than 6 feet at mean low water. The island is partly inclosed by a revetment of cribwork, piling, and wharves, generally backed with stones; and just north of it there is a cross-channel revetted on both sides by pile dikes filled with stone and gravel.

The area of Windmill Island was originally about 17 acres, but it has been excavated by dredging to an average depth of about 11½ feet below mean low water over an area of about 12 4-10 acres. The area now remaining above high water is about 46-10 acres. The north and west sides of a portion of this island are revetted with cribwork, piling, and wharves, generally backed with stones. Below the island there is a shoal having on it an average depth of about 10 2-10 feet at mean low water for a distance of about three-fourths of a mile.

The surface of the islands averages about 9 feet above mean low water and

about 3 feet above mean high water. These islands and their adjacent bars were originally a long shoal, just awash or partly dry at low water, and above the plane of low water they are artificial constructions. The upper filling consists principally of dredged material from the wharves of the adjacent cities and the ballast from vessels.

Forty-three borings were made in the Delaware River, between Kaighn Point and Cooper Point, in 1874, for a bridge company, and it appears that rock was not encountered at a depth less than 39 feet below low water, and on the bar just above Smith Island it was only reached at a depth of over 100 feet. Thirty-three borings were made in 1883 on Smith, Windmill, and Petty islands by the engineers of the United States, and no rock was reached at a depth of 24 feet below mean low water, which was the greatest depth of boring. From this evidence it is assumed that no removal of rock will be required in the execution of the projected plan of improvement; but if rock in place is encountered the contractor will not be required to remove it under this contract.

Petty Island is situated about two miles above the head of Smith Island, the two being almost connected by shoals. It is about two miles long, and has an area of about 360 acres. Its surface is below the plane of high water, and it is protected from overflow by earthen dikes. The plan of improvement contemplates the removal of a part of the northern side of the island. A part of the shore line is protected by wharves and timber revetment, which are to be removed. The material to be excavated is supposed to be similar to that in the other islands. The material to be removed from the channel between the upper part of Petty Island and the Philadelphia shore is shown by previous dredging to be coarse gravel mixed with bowlders, but no bowlders have been found too large to be easily removed by dredging. The extent of this hard material is not definitely known.

The plan involves the excavation and removal of an estimated amount of about 17,000,000 cubic yards, place measurement, but it is expressly understood and agreed that no guarantee is given as to the quantity of material to be removed; bidders are invited to make the estimates for themselves. Should any of the material requiring removal be removed by the action of the currents, no claims shall be made by the contractor in respect of the same.

The working season for dredging in this locality is generally considered to extend from about April 1 to December 31, but in an open season work may often be prosecuted to advantage during the winter and early spring. The mean range of the tide is about 6 feet.

The principal articles on the islands, which are to be removed by the contractor and become his property, as hereinafter specified, are as follows:

Smith Island—10 buildings, consisting of hotel, 3 dwelling houses, gas house, ice house, blacksmith shop, bowling alley, and pavilion; also fencing.

Windmill Island—1 small frame building.

Petty Island—6 buildings, consisting of 3 dwelling houses, 2 sheds, and 1 carpenter shop.

Conditions of the work.—The work required for the complete execution of this project is as follows:

1. The removal of all trees, structures, machinery, and other artificial material of whatever nature upon the islands, and belonging to the United States, except the pile and timber wharfing or revetment. This material shall become the property of and be removed by the contractor without expense to the United States, and upon the execution of the contract the responsibility of the United States for its care and preservation shall cease. Notice will be given by the engineer officer in charge to all persons to remove private property from the islands without delay, and all such property remaining upon the islands after the execution of the contract will be at the owner's risk.

2. The removal of the pile and timber wharfing or revetment at Smith and Windmill Islands and along the northern shore of Petty Island, and the removal of the timber work of the dikes which form the cross channel north of Smith Island. The aggregate length of this timber work is about 16,200 feet. This material is to be entirely removed by the contractor and so disposed of as not to injure vessels or obstruct navigation, and will be paid for at a fixed price per linear foot, measured along the line of the work, the material removed to become the property of the contractor.

3. The removal by dredging and by the natural scour of the tidal currents of 17,000,000 cubic yards of material, more or less, place measurement. If any material is deposited in the channel during the progress of the work, at any point between Fishers Point and the mouth of the Schuylkill River, or on the

B

SKETCH
of part of
LEAGUE ISLAND
DELAWARE RIVER

Scale

100 0 500 1000 feet.

The areas to be filled in are shown thus:



U.S. Engineer Office,
Philadelphia, Pa.

To accompany Specifications dated
December 30, 1892.

C. W. Raymond
Major of Engineers.

D E L A W A R E R I V E R

bar at the latter, the contractor shall remove it at the contract rate, if directed to do so by the engineer officer in charge.

Dredged material shall be deposited and spread on League Island at such times and in such quantities as may be required by the engineer officer in charge. The positions and extent of League Island upon which such deposits are to be made are shown upon the accompanying sketch marked "B." These deposits must be evenly graded by the hydraulic process or any other method agreeable to the contractor over the spaces to be covered, and the top surface shall be brought to a grade not to exceed the top of the water table of the steam engineering building. It is estimated that some 2,000,000 cubic yards, place measurement, will be required for filling the spaces designated on the aforesaid sketch; but the Government reserves the right to require an additional amount of dredged material, not exceeding 5,500,000 cubic yards, place measurement, to be deposited and spread within the limits of League Island Navy-Yard, in locations to be indicated by the engineer officer in charge.

Dredged material of a hard character and the stone filling behind the revetments and in the dikes north of Smith Island (which will be paid for as dredged material), shall be deposited at such places within the limits of the water way, at such times and in such quantities as may be required by the engineer officer in charge. A portion of the material to be dredged along the line limiting the excavation on Petty Island shall be deposited along the shore of the island above high water if required by the engineer officer in charge, at such times and in such quantities as may be designated by him.

All dredged material not otherwise provided for is to be deposited by the contractor at localities provided by him, and subject to the approval of the engineer officer in charge. The contractor will be permitted to deposit dredged material behind the Mifflin Bar Dike and in the back channel of League Island Navy-Yard east of Broad street, subject to regulations made by the engineer officer in charge, who shall designate the places and determine the amount of such deposit. Mifflin Bar Dike is about ten miles below Windmill Island.

The contractor will be permitted to deposit on League Island material obtained from the back channel of the navy-yard east of Broad street, provided that the excavations thus made in the back channel shall be filled with an equivalent amount of material obtained from other localities, subject to the approval of the engineer officer in charge.

Dredging will be paid for by the cubic yard as measured in the scows, except when the material is placed on Petty Island, when it will be paid for by the cubic yard as measured in the dipper. The measurement shall be made at the place of deposit unless otherwise directed by the engineer officer in charge.

The deposit and spreading at League Island will be paid for by the cubic yard as measured in place in the fill above the present surface of the ground, and no allowance will be made for shrinkage or settlement. The monthly payments will be based upon approximate determinations of the amount of material deposited and spread, which will be corrected from time to time by surveys and measurements made under the direction of the engineer officer in charge. Such surveys and measurements shall be made at least once in each fiscal year, and the determinations thereby made of the amount of materials deposited and spread on League Island shall be final. If the approximate determinations upon which the monthly payments were based do not agree with the final determinations, the proper correction will be made for the differences in the first subsequent payment.

The engineer officer in charge will indicate to the contractor during the progress of the work where and when wharfing or revetment is to be removed and dredging is to be done, and all work shall be executed in strict accordance with his instructions. Operations will be under the immediate supervision of inspectors appointed by the engineer officer in charge, and their instructions shall be observed by the contractor and his employés.

Material dredged outside of the designated lines of excavation, or deposited otherwise than as herein specified, will not be paid for.

To ensure correct measurements, the material shall be properly leveled in the scows by the contractor, or his agent, whenever required by the inspector.

The plant shall be adapted to the work, and shall be kept in good condition at all times.

The contractor will not be permitted to take advantage of any error or omission in these specifications, as full instructions will always be given should error or omission occur.

The contractor will be required to discharge any agent or employé whose conduct is unsatisfactory to the engineer officer in charge.

Proposals.—Bidders shall state on the form hereto appended (1) a price per cubic yard as measured in scows or dippers for material excavated and deposited at places approved by the engineer officer in charge, for the entire improvement of Philadelphia Harbor as per plan approved by Congress, and in canvassing bids the amount of 21,500,000 cubic yards, as measured in scows or dippers, will be assumed as the quantity to be excavated and deposited; (2) a price per linear foot for the removal of the pile and timber revetment; and (3) a price per cubic yard as measured in place for depositing and spreading dredged material on League Island as heretofore specified, said price to be in addition to the price bid per cubic yard under item (1) of this paragraph, and in canvassing bids the amount of 2,000,000 cubic yards as measured in place will be assumed as the quantity to be deposited and spread on League Island.

Bidders shall further state, on the form hereto appended, the kind, capacity, number, and condition of the dredges, scows, and other appliances which they propose to use in the execution of the work; the location of the plant thus specified, and that it is under their control and will be available for use on the date fixed for the commencement of the work. The engineer officer in charge will have the right to make a thorough examination of this plant previous to the award of the contract. Should the proposal be accepted, these statements will constitute a part of the contract; and any disadvantageous alteration in the working plant, made without the consent of the engineer officer in charge, will be considered a violation thereof.

Bidders shall further state, on the form hereto appended and in accordance with the directions thereon, whether they are now or ever have been engaged on any contract or other work similar to that which is proposed, giving the nature and location of the work, the year in which it was done, the manner of its execution, and such other information as will tend to show their ability to vigorously prosecute the work required by these specifications. Any bid not complying with these instructions will be rejected.

Commencement of the work.—The amount of money now available for the work is \$585,000, from which such sum as may be necessary for contingent expenses will be reserved. The work of excavation will be commenced on or before April 1, 1893, and at least 3,000,000 cubic yards as measured in scows must have been excavated and deposited on or before December 31, 1893. The contractor will be required to carry on this work at the following rates; at least 250,000 cubic yards, scow measurement, must have been excavated and deposited on or before April 30, 1893; at least 300,000 cubic yards, scow measurement, must be excavated and deposited during the month of May, 1893; and at least 350,000 cubic yards, scow measurement, must be excavated and deposited during each month from June to December, 1893, inclusive.

The work of depositing and spreading material on League Island will be commenced on or before June 1, 1893, and at least 700,000 cubic yards, as measured in place, must have been deposited and spread on or before December 31, 1893. The contractor will be required to carry on this work until completed at a rate of at least 80,000 cubic yards, as measured in place, per calendar month.

The work to be completed on or before December 31, 1893, will be as follows:

1. A portion of the Pennsylvania channel north of Petty Island to be indicated by the engineer officer in charge will be dredged to a depth of 26 feet below mean low water. The amount of material to be removed will not exceed 75,000 cubic yards, as measured in scows. This material is believed to be coarse gravel mixed with bowlders. This work will be commenced on or before April 1, 1893, and continued without interruption until its completion.

2. Windmill Island and the adjacent shoal will be removed to a depth of 12 feet below mean low water, and its revetments will be removed, the work ending with the removal of the revetment on the south side of the canal between the islands. The approximate amount of material to be removed by dredging is 212,000 cubic yards as measured in scows. The approximate length of revetment to be removed is 1,500 feet. This work will be commenced on or before April 1, 1893, and continued without interruption until its completion.

3. Smith Island will be removed to a depth of 12 feet below mean low water, and the revetment around it will be removed during the progress of the work. The approximate amount of material to be removed by dredging is 390,000 cubic yards as measured in scows. The approximate length of revetment to be removed is 2,500 feet. This work will be commenced as soon as the dredging at Windmill Island, above specified, is completed and continued without interruption until its completion.

4. The portion of the northern shore of Petty Island north of the existing

meadow bank will be excavated to a depth of 12 feet below mean low water, the excavation extending to the existing 12-foot contour. The revetment along the shore will be removed during the progress of the work. The approximate amount of material to be removed by dredging is 2,150,000 cubic yards as measured in scows. The approximate length of revetment to be removed is 10,500 feet. This work may be done at any time previous to December 31, 1893.

5. The remaining work will be done at locations indicated by the engineer officer in charge during the progress of the work. The revetments of the cross channel north of Smith Island will be removed, if required by the engineer officer in charge.

PROPOSAL FOR IMPROVEMENT OF PHILADELPHIA HARBOR.

PHILADELPHIA, PA., *January 28, 1893.*

To Maj. C. W. RAYMOND,

Corps of Engineers, U. S. Army, Philadelphia, Pa.:

SIR: In accordance with your advertisement and specifications of December 30, 1892, inviting proposals for improvement of Philadelphia Harbor and subject to all the conditions and requirements thereof, copies of which are hereto attached, and, so far as they relate to this proposal, are made a part of it, we propose to furnish the necessary plant and do the work required, at the following rates, viz:

(1) For material excavated and deposited at places approved by the engineer officer in charge, for the entire improvement of Philadelphia Harbor as per plan approved by Congress, at twelve and one-half cents ($12\frac{1}{2}$) per cubic yard, measured in the scows or dippers.

(2) For all pile and timber wharfing or revetment removed, at one dollar and twenty-five cents (\$1.25) per linear foot of wharfing or revetment.

(3) For all dredged material deposited and spread upon League Island, said price to be in addition to the price bid per cubic yard under item (1), at fourteen cents (14) per cubic yard, measured in place.

(4) It is proposed to use in the above-named work 6 or more improved and powerful dredges and 12 or 15 scows, and other appliances more particularly described as follows:

Dredges.

Name.	Kind.	Capacity per day of 10 hours.	Condition.
		<i>Yards.</i>	
1. St. Catherines	Dipper	2,500	Good; at Kingston, Ont.
2. St. Josephs	Dipper	2,500	Good; electric lights, etc.; at St. Johns, New Brunswick; now at work there.
3.	Clam shell	1,000	Good, at Quebec.
4.	do	1,000	Do.
5.	do	1,000	Do.

We propose to put on the work dredges having a combined capacity of about 450,000 yards per month. (See our letter attached hereto.)

Scows.

Name or number.	Kind.	Capacity.	Condition.
No. 1	Dump	Over 200 yards	Good; at Kingston, Ont.
No. 2	do	Over 200 yards	Do.
Nos. 3, 4, 5, and 6	Tub	150 yards each; iron tubs of over 3 yards capacity each; scows are at Kingston, Ont.; tubs at Quebec, Canada.	
Nos. 7 and 8	Dump	225 yards each	Good; St. Johns, N. B.

See our letter attached hereto as to the scows we will use. We will put on enough scows to take all the spoil and keep the dredges busy.

Other appliances.—Revolving derrick; clam shells, which can be used as steam derricks for throwing over. See our letter attached for further statement of the additional appliances we shall use.

The plant hereinbefore specified is under our control, and will be available for use on April 1, 1893. It is now located at Kingston, Quebec, and St. Johns. For a fuller statement as to this plant see the above tabulated information and our letter attached hereto.

[In the following lines the bidder will state whether he is now or ever has been engaged on any contract or other work similar to that proposed; if he is now, he will give the nature and location of the work; if he has been, he will give, in addition to the location and nature of the work, the year in which it was done, the manner of its completion, and such other information concerning such works as will tend to show his ability to vigorously prosecute the work required by the accompanying specifications.]

We are contractors for this class of work, and have been engaged in it for about twenty years. We have performed similar work at Quebec, Esquimalt, Kingston, and St. Johns. All of this work has been performed in a satisfactory manner. For more detailed information on this subject see our attached letter, where we have put the matter fully, as the space here was not sufficient. We will commence work on or before April 1, 1893, and will perform monthly the amount of work required by the accompanying specifications.

We make this proposal with a full knowledge of the work, and, if the proposal is accepted, will, within ten (10) days after receiving written notice of such acceptance, enter into contract, with good and sufficient sureties, for the faithful performance thereof.

MICHAEL J. COFFEY, [SEAL.]

Brooklyn, 562 1-2 Clinton st., Kings County, New York.

NICHOLAS CONNOLLY, [SEAL.]

66 Louis st., Quebec, Quebec County, Canada.

Witness:

W. J. STUDWELL,
Brooklyn, N. Y.

MICHEL CONNOLLY. [SEAL.]
Kingston, Ontario.

Witness:

W. H. STAYTON,
150 Broadway, N. Y. City.

GUARANTEE.

We, John Keenan, of city of New York, in the State of New York, and Patrick H. Flynn, of Brooklyn, in the State of New York, hereby guarantee and bind ourselves and each of us, our and each of our heirs, executors, and administrators, to the effect that if the bid of Michael J. Coffey, Nicholas Connolly, and Michel Connolly, herewith accompanying, dated January 28th, 1893, for improvement of Philadelphia Harbor, shall be accepted in whole or in part within sixty (60) days from the date of the opening of proposals, the said bidders Michael J. Coffey, Nicholas Connolly, and Michel Connolly, will, within ten (10) days after being notified of such acceptance, enter into a contract with the United States in accordance with the terms and conditions of the advertisement, and will give bond with good and sufficient sureties for the faithful and proper fulfillment of the same. And in case the said bidders shall fail to enter into contract within the said ten (10) days with the proper officer of the United States and furnish good and sufficient bond for the faithful performance of the same according to the terms of said bid and advertisement, we and each of us hereby stipulate and guarantee, and bind ourselves and each of us, our and each of our heirs, executors, and administrators, to pay unto the United States the difference in money between the amount of the bid of the said bidders and the amount for which the proper officer of the United States may contract with another party to furnish said material, and do the work required, if the latter amount be in excess of the former, for the whole period covered by the proposal.

JOHN KEENAN. [SEAL.]
PATRICK H. FLYNN. [SEAL.]

Witnesses:

JOHN A. SHIELDS,
JOHN J. ALLEN, as to P. H. Flynn.

Dated January 28, 1893.

[Executed in triplicate.]

JUSTIFICATION OF THE GUARANTORS.

STATE OF NEW YORK,

County of New York, ss :

I, John Keenan, one of the guarantors named in the within guarantee, do swear that I am pecuniarily worth the sum of two hundred fifty thousand (250,000) dollars over and above all my debts and liabilities.

JOHN KEENAN.

Before me, January 28, 1893.

[SEAL.]

JOHN A. SHIELDS,

U. S. Commissioner, Southern District New York.

EASTERN DISTRICT OF NEW YORK,

State of New York, County of Kings, ss :

I, Patrick H. Flynn, one of the guarantors named in the within guarantee, do swear that I am pecuniarily worth the sum of two hundred fifty thousand (250,000) dollars over and above all my debts and liabilities.

PATRICK H. FLYNN.

Before me, January 28, 1893.

[SEAL.]

JOHN J. ALLEN,

U. S. Commissioner, Eastern District New York.

CERTIFICATE.

NOTE.—The certificate must be signed by a *U. S. civil official*, and *not* by any clerk or notary, or by any State or municipal officer; it may be given separately as to each guarantor, and modified accordingly. See section 6, general instructions for bidders.

I, John A. Shields, U. S. commissioner for the southern district of New York, do hereby certify that John Keenan, one of the guarantors above named, is personally known to me, and that, to the best of my knowledge and belief, he is pecuniarily worth, over and above all his debts and liabilities, the sum stated in the accompanying affidavit subscribed by him.

[SEAL.]

JOHN A. SHIELDS,

U. S. Commissioner, Southern District New York.

I, John J. Allen, U. S. commissioner of the eastern district of New York, do hereby certify that Patrick H. Flynn, one of the guarantors named in the foregoing bond, is personally known to me, and that, to the best of my knowledge and belief, he is pecuniarily worth, over and above his debts and liabilities, the sum stated in the accompanying affidavit subscribed by him.

[SEAL.]

JOHN J. ALLEN,

U. S. Commissioner, Eastern District New York.

NEW YORK, January 28, 1893.

Maj. C. W. RAYMOND, U. S. A.,
1428 Arch street, Philadelphia, Pa.:

SIR: We submit this statement as a part of our proposal for doing the work of improving Philadelphia Harbor, and request that it be annexed to and made a part of said proposal.

DREDGES.

The two dipper dredges which we have named are now in a thoroughly efficient condition and ready to begin work immediately. One of them is fitted with electric lights and other improvements, and is one of the most complete dredges in existence. The other we are prepared to fit with electric light also; and these two dredges will be ready to work night and day. Their combined capacity for a working day of ten hours is 5,000 yards; and should we work them night and day their combined capacity will be at least 10,000 yards per day. This state-

ment is founded, not upon a theoretical estimate as to the capacity of the dredges, but upon the work that they have actually done at Quebec, St. Johns, and Kingston. We will, if you desire it, submit the official statements from the Government engineers, showing the daily capacity of these dredges and the work that they have done at these places.

The clam-shell dredges which we have mentioned in our proposal are of course not so well fitted for this work as the dippers; but in case of necessity they would do fair work in some parts of the harbor, and their combined capacity working day and night ought to be five to six thousand cubic yards, which would make our total dredge capacity at the commencement of the work, even if it should commence immediately, about fifteen or sixteen thousand cubic yards per day, and this would enable us to comply with the requirements of the specifications for the months of April and May.

The work to be done at Philadelphia requires a large plant, very much larger than that which most contractors keep on hand. To require absolutely that all the plant for the work should be in the hands of the bidder when his proposal is made would be to exclude from competition everybody but perhaps one or two companies. We understand, therefore, that there is no such rigid requirement, but that the bidders may come in who now have on hand a fair plant which will enable them to start the work, provided they can show you that they are in a position to extend their plant, subject of course to the understanding that if the contract be awarded to them, or if they be the lowest bidders, and there be a prospect of awarding the contract to them, that they be able to show you specifically how their plant is to be increased. This we are prepared to do. Our plant will be increased in two ways: first by purchase, and second by building. While it will be impossible to build dredges to have them upon the work by April 1, it is quite possible to buy or hire a few dredges and have them at work by that time. This we shall do, and after the bids are opened we will be prepared to give you specific information on this point. It will also be possible for us to build dredges and have them at work in the month of June. This we have arranged to do, and should our bid be the lowest we will be prepared to submit to you our plans, and are ready to convince you that we are ready to go ahead with the construction of these dredges and to have them at work as rapidly as they can be constructed.

SCOWS.

Concerning the scows, our plans are substantially the same as they are for the dredges. We purpose to purchase and hire some scows and to build others. It will of course be desirable to hire the scows to be put upon the work at first; but if this could not be done, we are prepared to build scows, which will enable us to start the work by the 1st of April; for, unlike dredges, scows can be built in a very short time. We therefore make the general statement that our scow capacity on the 1st of April will be 10,000 yards; and we are prepared to give you such detailed information as you desire concerning the purchase, hiring, and construction of these scows.

You will, we feel, understand that it is inexpedient that we should make public by this letter the names of the persons from whom we purpose to buy or hire the scows, as that might interfere with our plans; but such confidential information as you require in the matter we are ready to furnish.

PUMPS, ETC.

It is our intention to deposit the material on League Island by means of pumps of the most improved pattern, three of which we have now on hand, one of 22 inches, the others of 16 inches each. These are part of the plant with which we purpose doing the work, and the pumps are now at Quebec subject to your inspection. Concerning the pumps, we can say, as we did of the scows, that they can be constructed, and stationary pumps might, in fact, be constructed upon the grounds in a very short time. We are prepared to erect these pumps and to submit to you satisfactory evidence as to our ability and readiness to comply with all the specifications concerning the deposit of material.

The clam shells which we have mentioned can also be used for throwing material over the sea wall. Should it become necessary to deposit by means of cars, the necessary construction can be done in a very short time, and by the 1st of April we should be ready to proceed by this method if it should be necessary.

Most of the pulling of revetment would, we suppose, be done by the dredges;

but we are the owners of twelve or fifteen steam derricks as well as five or six pile-drivers; and all of this plant, which is subject to your inspection, is available for the work, and so much of it as is necessary will be brought to Philadelphia.

PREVIOUS WORK.

Among the works similar to this which we have performed are the following:

First. We performed considerable excavating work in connection with the construction of the Welland Canal between the years 1872 and 1878. The price which we received for performing this work was about \$600,000, which will serve to indicate to you its magnitude.

Second. About 1878 we did the necessary excavating and built a stone dry dock in Quebec for the sum of \$800,000.

Third. Between the years 1878 and 1888 we performed work for which we received about \$2,000,000 in connection with the improvement of the harbor of Quebec. This was a work of very great difficulty. Large cofferdams were to be built, and much mason work was required. We had to cofferdam there against 45 feet of water, the biggest head of water, so far as I know, that has ever been cofferdammed against. For the cofferdam and for the permanent work we had to make artificial foundations, which greatly increased the difficulty in the work. This foundation was built on a sandy bottom, 14 feet of concrete being laid, which it was necessary to allow to stand for a year before the permanent superstructure could be erected. The average rise and fall of the tide in Quebec Harbor is about 16 feet, and at very high tides there is a rise sometimes of 22 feet. This of course greatly increased the difficulty of the work; and this, combined with the character of the bottom, justifies us in saying that the difficulties in the way of improving Quebec Harbor were very much greater than those in the way of improving Philadelphia Harbor. Mr. St. George Boswell, the engineer for the Harbor Commission of Quebec, who superintended this work, is fully acquainted with the difficulties in our way and with the manner in which we overcame them, and with the character of our work. We respectfully refer you to him for any specific information you may desire as to our capabilities as contractors.

Fourth. Between the years 1884 and 1886 we performed the necessary excavation and built at Esquimaux, British Columbia, at a cost of about \$600,000, a stone dry dock.

Fifth. Between the years 1888 and 1891 we built a similar dock at Kingston, Ontario. All of these five pieces of work have been performed for the Government of Canada and under the supervision of its chief engineer. We shall be glad to furnish you with any statements you may require from the officers who have superintended and performed this work, and we are more than ready to show you that our record as contractors would justify the Department in awarding to us the contract for the improvement of Philadelphia Harbor.

Sixth. We are at present engaged in the work of improving the harbor of St. Johns, New Brunswick. This work is similar in character to that which is to be done in Philadelphia Harbor, and is now being carried out under the supervision of an officer appointed by the corporation of the city of St. Johns. The work will be done by April of the present year, and we should be glad to furnish you with any statements you may require from the superintending officers at St. Johns.

Very respectfully,

NICHOLAS CONNOLLY,
MICHEL CONNOLLY,
MICHAEL J. COFFEY.

PROPOSAL FOR IMPROVEMENT OF PHILADELPHIA HARBOR.

PHILADELPHIA, PA., *January 30, 1893.*

To Maj. C. W. RAYMOND,
Corps of Engineers, U. S. Army, Philadelphia, Pa.:

SIR: In accordance with your advertisement and specifications of December 30, 1892, inviting proposals for improvement of Philadelphia Harbor, and sub-

ject to all the conditions and requirements thereof, copies of which are hereto attached, and so far as they relate to this proposal are made a part of it, we propose to furnish the necessary plant and do the work required at the following rates, viz :

(1) For material excavated and deposited at places approved by the engineer officer in charge, for the entire improvement of Philadelphia Harbor as per plan approved by Congress, at fourteen and two-tenths cents ($14\frac{2}{10}$ c.) per cubic yard, measured in the scows or dippers.

(2) For all pile and timber wharfing or revetment removed, at one dollar and ninety cents (\$1.90) per linear foot of wharfing or revetment.

(3) For all dredged material deposited and spread upon League Island, said price to be in addition to the price bid per cubic yard under item (1), at sixteen cents (16 c.) per cubic yard, measured in place.

(4) It is proposed to use in the above-named work 13 dredges and 55 scows, and other appliances more particularly described as follows:

Dredges.

Name.	Kind.	Capacity.	Condition.
1. Commodore	Combination	From 1,200 to 2,000 cubic yards	Good.
2. Republic	do	From 1,200 to 2,000 cubic yards	Do.
3. Admiral	do	From 1,200 to 2,000 cubic yards	Do.
4. Atlantic	do	From 1,000 to 1,500 cubic yards	Do.
5. Baltic	Grapple	From 1,200 to 1,800 cubic yards	Do.
6. Philadelphia	do	From 1,200 to 1,800 cubic yards	Do.
7. Columbia	do	From 1,000 to 1,500 cubic yards	Do.
8. Samson	Combination	From 1,200 to 2,000 cubic yards	Do.
9. Big Tom	do	From 1,200 to 2,000 cubic yards	Do.
10. No. 4	do	From 1,000 to 1,500 cubic yards	Do.
11. No. 9	do	From 1,200 to 2,000 cubic yards	Do.
12. Asia	do	From 1,000 to 1,500 cubic yards	Do.
13. New Jersey	do	From 800 to 1,200 cubic yards	Do.

Scows.

Name or number.	Kind.	Capacity.	Condition.
		<i>Cubic yards.</i>	
(12) From No. 30 to 41, inclusive	Bottom dump	240 each	Good.
(7) From No. 44 to 50, inclusive	do	240 each	Do.
(6) From No. 51 to 56, inclusive	do	245 each	Do.
(5) From No. 57 to 61, inclusive	do	510 each	Do.
(3) From No. 62 to 64, inclusive	do	410 each	Do.
8 scows	do	600 each	Do.
5 scows	do	200 each	Do.
3 scows	do	300 each	Do.
2 scows	do	400 each	Do.
2 scows	do	1,200 each	Do.
1 scow	do	260 each	Do.
1 scow	do	325 each	Do.

Other appliances.—Such tugs and deck scows as may be required for the work. The plant hereinbefore specified is under our control and will be available for use on April 1, 1893. It is now located at Philadelphia, Baltimore, Norfolk, New York, and Elizabethport.

[In the following lines the bidder will state whether he is now or ever has been engaged on any contract or other work similar to that proposed; if he is now, he will give the nature and location of the work; if he has been, he will give, in addition to the location and nature of the work, the year in which it was done, the manner of its completion, and such other information concerning such works as will tend to show his ability to vigorously prosecute the work required by the accompanying specifications.]

1881. Channels to Baltimore, Md.	2, 225, 000 c. y.	1886. Smiths Island Bar, Del. River	53, 000 c. y.
1881. Del. River, near Pettys Island	30, 500 "	1886. York River, Va. .	140, 000 "
1882. Rock from schooner Ledge	1, 750 "	1887. Ice Harbor at Marcus Hook	58, 000 "
1883. Rock from Georgetown Harbor, D. C.	838 "	1888. James River, Va. .	475, 000 "
1884. Channels to Baltimore, Md.	1, 500, 000 "	1888. Channels to Baltimore, Md.	800, 000 "
1885. Del. River west of Pettys Island	105, 000 "	1888. Schuylkill River, Pa.	111, 000 "
1885. Mifflin Bar, Del. River	98, 000 "	1888. Del. River, west of Pettys Island	19, 000 "
1886. Five Mile Bar, Del. River	125, 000 "	1888. Mifflin Bar, Del. River	90, 000 "
1886. Channels to Baltimore, Md.	1, 100, 000 "	1889. Channels to Baltimore, Md.	1, 200, 000 "
1886. Schuylkill River, Pa.	34, 000 "	1890. Cape Fear River, N. C.	325, 000 "
1886. Del. River west of Pettys Island	60, 000 "	1890. Harbor at Cape Charles City, Va.	107, 000 "
1891. Channels to Baltimore, Md., 6,200,000 c. y. Commenced March, 1891, and completed December, 1892.			

The above works, with many others, were finished to the satisfaction of the United States.

We will commence work on or before April 1, 1893, and will perform monthly the amount of work required by the accompanying specifications.

We make this proposal with a full knowledge of the work, and, if the proposal is accepted, will, within ten (10) days after receiving written notice of such acceptance, enter into contract, with good and sufficient sureties, for the faithful performance thereof.

AMERICAN DREDGING COMPANY. [SEAL.]

L. Y. SCHERMERHORN,

President, Philadelphia, Philadelphia County, Pennsylvania.

Attest:

FLOYD H. WHITE,

Secretary, Philadelphia, Philadelphia County, Pennsylvania.

GUARANTEE.

We, Henry R. Towne, of Stamford, in the State of Connecticut, and Jonathan May, of Philadelphia, in the State of Pennsylvania, hereby guarantee and bind ourselves and each of us, our and each of our heirs, executors and administrators, to the effect that if the bid of the American Dredging Company, herewith accompanying, dated January 30th, 1893, for improvement of Philadelphia Harbor, shall be accepted in whole or in part within sixty (60) days from the date of the opening of proposals, the said bidder, the American Dredging Company, will, within ten (10) days after being notified of such acceptance, enter into a contract with the United States in accordance with the terms and conditions of the advertisement, and will give bond with good and sufficient sureties for the faithful and proper fulfillment of the same. And in case the said bidder shall fail to enter into contract within the said ten (10) days with the proper officer of the United States and furnish good and sufficient bond for the faithful performance of the same according to the terms of said bid and advertisement, we and each of us hereby stipulate and guarantee, and bind ourselves and each of us, our and each of our heirs, executors and administrators, to pay unto the United States the difference in money between the amount of the bid of the said bidder and the

amount for which the proper officer of the United States may contract with another party to furnish said material, and do the work required, if the latter amount be in excess of the former, for the whole period covered by the proposal.

HENRY R. TOWNE. [SEAL.]
JONATHAN MAY. [SEAL.]

Witnesses:

EDWD. RAMSEY,

PAUL W. ZOOK.

Dated, January 18, 1893.

[Executed in triplicate.]

JUSTIFICATION OF THE GUARANTORS.

STATE OF PENNSYLVANIA,
County of Philadelphia, ss:

I, Henry R. Towne, one of the guarantors named in the within guarantee, do swear that I am pecuniarily worth the sum of two hundred fifty thousand (250,000) dollars over and above all my debts and liabilities.

HENRY R. TOWNE. [SEAL.]

Before me,
[SEAL.]

EDWD. RAMSEY,
Notary Public.

STATE OF PENNSYLVANIA,
County of Philadelphia, ss:

I, Jonathan May, one of the guarantors named in the within guarantee, do swear that I am pecuniarily worth the sum of two hundred fifty thousand (250,000) dollars over and above all my debts and liabilities.

JONATHAN MAY. [SEAL.]

Before me,
[SEAL.]

EDWD. RAMSEY,
Notary Public.

CERTIFICATE.

[NOTE.—The certificate must be signed by a *U. S. civil official*, and *not* by any clerk or notary or by any State or municipal officer; it may be given separately as to each guarantor, and modified accordingly. See section 6, General Instructions for Bidders.]

I, H. K. Lathy, special deputy collector of customs, do hereby certify that Henry R. Towne and Jonathan May, the guarantors above named, are personally known to me, and that, to the best of my knowledge and belief, each is pecuniarily worth, over and above all his debts and liabilities, the sum stated in the accompanying affidavit subscribed by him.

[SEAL.]

H. K. LATHY,
Special Deputy Collector.

PROPOSAL FOR IMPROVEMENT OF PHILADELPHIA HARBOR.

PHILADELPHIA, PA., *January 27, 1893.*

To Maj. C. W. RAYMOND,
Corps of Engineers, U. S. Army, Philadelphia, Pa.:

SIR: In accordance with your advertisement and specifications of December 30, 1892, inviting proposals for improvement of Philadelphia Harbor and subject to all the conditions and requirements thereof, copies of which are hereto attached, and, so far as they relate to this proposal, are made a part of it, we propose to furnish the necessary plant and do the work required, at the following rates, viz:

(1.) For material excavated and deposited at places approved by the engineer officer in charge, for the entire improvement of Philadelphia Harbor as per plan approved by Congress, fourteen and seven-tenths ($14\frac{7}{10}$) per cubic yard, measured in the scows or dippers,

(2.) For all pile and timber wharfing or revetment removed, at one dollar and ninety cents (\$1.90) per linear foot of wharfing or revetment.

(3.) For all dredged material deposited and spread upon League Island, said price to be in addition to the price bid per cubic yard under item (1), seventeen and one-half cents (17½) per cubic yard, measured in place.

(4.) It is proposed to use in the above named work fourteen dredges and thirteen scows, and other appliances more particularly described as follows:

Dredges.

Name.	Kind.	Capacity.	Condition.
		<i>Yards.</i>	
1.....	Endless chain.....	3,000	Good.
2.....	Combination.....	2,500	Do.
3.....	Dipper.....	900	Do.
4.....	Clam shell.....	2,500	Do.
5.....	do.....	2,500	Do.
6.....	Dipper.....	1,200	Do.
7.....	Combination.....	1,500	Do.
8.....	Dipper.....	1,500	Do.
9.....	do.....	1,500	Do.
10.....	do.....	1,800	New.
11.....	Clam shell.....	1,000	Good.
12.....	do.....	2,500	New.
13.....	do.....	1,500	Good.
14.....	Combination.....	1,000	Do.

Scows.

Name or number.	Kind.	Capacity.	Condition.
		<i>Yards.</i>	
1, 2, and 3.....	Bottom dump.....	725 each	Good.
4, 5, 6, and 7.....	do.....	350 Do.	Do.
8 and 9.....	do.....	275 Do.	Do.
10, 11, and 12.....	do.....	375 Do.	Do.
13.....	do.....	423 Do.	Do.
14.....	do.....	393 Do.	Do.
15.....	do.....	460 Do.	Do.
16.....	do.....	391 Do.	Do.
17.....	do.....	308 Do.	Do.
18.....	do.....	314 Do.	Do.
19.....	do.....	288 Do.	Do.
20.....	do.....	308 Do.	Do.
21.....	do.....	433 Do.	Do.
22.....	do.....	546 Do.	Do.
23.....	do.....	140 Do.	Do.
24.....	do.....	211 Do.	Do.
25.....	do.....	269 Do.	Do.
26.....	do.....	226 Do.	Do.
27.....	do.....	195 Do.	Do.
28.....	do.....	206 Do.	Do.
29.....	do.....	262 Do.	Do.
30.....	do.....	258 Do.	Do.
31.....	do.....	339 Do.	Do.

In addition to the above we propose to purchase or charter all suitable plants that may be available and to construct all the new improved machinery and appliances that may be necessary to perform the work to your entire satisfaction.

The plant hereinbefore specified is under our control, and will be available for use on April 1, 1893. It is now located at Delaware River, Baltimore Harbor, New York, Jersey City, Hudson River, and the tributary waters of Long Island Sound.

[In the following lines the bidder will state whether he is now or ever has been engaged on any contract or other work similar to that proposed; if he is now, he will give the nature and location of the work; if he has been, he will give, in addition to the location and nature of the work, the year in which it was done, the manner of its completion, and such other information concerning such works as will tend to show his ability to vigorously prosecute the work required by the accompanying specifications.]

Isaac Albertson, formerly president of the American Dredging Co., now an
S. Ex. 102—2

officer and member of our company, has superintended and been engaged continuously on contracts under the U. S. Engineering Department from 1877 to 1891, extending from Philadelphia, along the Atlantic Coast and its tributary waters to the Gulf of Mexico, and has always performed his work to the entire satisfaction of said Department.

He has operated in Philadelphia Harbor, under private, municipal, and U. S. Government contracts, over the entire area of the proposed improvement, and fully understands the nature of the work and character and quantity of machinery required to perform the same satisfactorily.

We will commence work on or before April 1, 1893, and will perform monthly the amount of work required by the accompanying specifications.

We make this proposal with a full knowledge of the work, and, if the proposal is accepted, will, within ten (10) days after receiving written notice of such acceptance, enter into contract, with good and sufficient sureties, for the faithful performance thereof.

THE PENN. DREDGING COMPANY,
By CHAS. A. PORTER. [SEAL.]
President.

Witness:

L. S. FILBERT,
1902 Green st., Philadelphia.

Attest:

F. R. SHATTUCK, [SEAL.]
Secretary, 804 Girard Building, Philadelphia, Pennsylvania.

Witness:

JAMES B. DOYLE,
1811 Wallace st., Philadelphia.

GUARANTEE.

We, the City Trust, Safe Deposit and Surety Company, of Philadelphia, incorporated under the laws of the State of Pennsylvania, and Charles M. Swain, of the city of Philadelphia, in the State of Pennsylvania, hereby guarantee and bind ourselves and each of us, our and each of our successors, heirs, executors, and administrators, to the effect that if the bid of the Penn Dredging Company herewith accompanying dated January 27th, 1893, for improvement of Philadelphia Harbor, shall be accepted in whole or in part within sixty (60) days from the date of the opening of proposals, the said bidder the Penn Dredging Company, will, within ten (10) days after being notified of such acceptance, enter into a contract with the United States in accordance with the terms and conditions of the advertisement, and will give bond with good and sufficient sureties for the faithful and proper fulfillment of the same. And in case the said bidder shall fail to enter into contract within the said ten (10) days with the proper officer of the United States and furnish good and sufficient bond for the faithful performance of the same according to the terms of said bid and advertisement, we and each of us hereby stipulate and guarantee, and bind ourselves and each of us, our and each of our heirs, executors, and administrators, to pay unto the United States the difference in money between the amount of the bid of the said bidder and the amount for which the proper officer of the United States may contract with another party to furnish said material, and do the work required, if the latter amount be in excess of the former, for the whole period covered by the proposal.

The words "incorporated under the laws of," having been interlined above the first line, and the word "in" erased in same line before signing, and the word "successors" interlined between the 3d and 4th lines before signing.

THE CITY TRUST, SAFE DEPOSIT AND
SURETY COMPANY OF PHILADELPHIA,
By CHAS. M. SWAIN, [SEAL.]
President.

Witnesses:

JNO. A. SINN,
927 Chestnut st., Philadelphia, Pa.

WM. G. WISE,
927 Chestnut st., Philadelphia, Pa.

Attest:

JAMES F. LYND, [SEAL.]
Secretary.
CHAS. M. SWAIN, [SEAL.]

Dated: Philadelphia, January 27th, 1893,

[Executed in triplicate]

THE CITY TRUST, SAFE DEPOSIT, AND SURETY COMPANY OF PHILADELPHIA.

To His Excellency ROBERT E. PATTISON,
Governor of Pennsylvania.

SIR: In compliance with the requirements of an act of the general assembly of the Commonwealth of Pennsylvania, entitled "An act to provide for the incorporation and regulation of certain corporations," approved the twenty-ninth day of April, A. D. 1874, and the several amendments and supplements thereto, the undersigned, Andrew C. Sinn, James F. Lynd, W. Durell Shuster, James F. Hayes and Franklin Hall, all of whom are citizens of Pennsylvania, having associated themselves together for the purposes hereinafter more fully and at large set forth, and desiring that they may be incorporated and that letters patent may be issued to them and their successors according to law, they do hereby certify:

First.—The name of the proposed corporation is the City Trust, Safe Deposit and Surety Company of Philadelphia.

Second.—The said corporation is formed for the purpose of receiving and holding on deposit and in trust and as security, estate, real and personal, including the notes, bonds, and obligations of States, individuals, companies, and corporations, public and private, and the same to purchase, collect, adjust, and settle, sell and dispose of in any manner, without proceeding in law or equity, and for such price and on such terms as may be agreed upon between it and the parties contracting with it, provided that nothing herein contained shall authorize the said corporation to engage in the business of banking; of insuring the owners of real estate, mortgagees and others interested, from loss by reason of defective titles, liens, and incumbrances, guaranteeing the payment of principal and interest upon mortgages, and acting as agent for the collection of rents, interest, and income, and guaranteeing the collection of rents, insuring the fidelity of persons holding positions of responsibility and of trust, and receiving upon deposit for safe keeping jewelry, plate, stocks, bonds, and valuable property of every description upon such terms as may be agreed upon by the by-laws or regulations of the said company; of acting as assignee, receiver, guardian, executor, or administrator, and executing trusts of every description not inconsistent with the laws of this State and the United States; of acting as agent for the purposes of issuing or countersigning certificates of stocks, bonds, or other obligations of any corporation, municipality, State, or public authority, and receiving and managing any sinking fund thereof; of acting as agent for the collection of commercial and other accounts; of becoming sole surety in any case where by law one or more sureties may be required or authorized for the faithful performance of any trust, duty, office, contract, or agreement; of taking, receiving, and holding any and all such piece and pieces of real estate as may be necessary for its business; and of having and enjoying all the rights and privileges granted by the said act of April 29, A. D. 1874, and the amendments and supplements thereto to similar corporations.

Third.—The business of the said corporation is to be transacted in the city of Philadelphia.

Fourth.—The said corporation is to exist perpetually.

Fifth.—The names and residences of the subscribers and the number of shares subscribed by each are as follows:

Andrew C. Sinn, corner of Cottage avenue and Wister street, Germantown, Philadelphia, fifty shares.

James F. Lynd, 4602 Woodland avenue, Philadelphia, fifty shares.

W. Durell Shuster, 1802 Park avenue, Philadelphia, ten shares.

James F. Hayes, St. George Hotel, Broad and Walnut streets, Philadelphia, ten shares.

Franklin Hall, 1318 North Thirteenth street, Philadelphia, fifty shares.

Sixth.—The number of directors of the said corporation is fixed at fifteen. The directors are to be elected by a majority vote of the stockholders at the annual meeting to be held on the second Monday of May in each year and are to hold office until their successors are elected. The names and residences of those who have been chosen as directors for the first year are as follows: Andrew C. Sinn, corner of Cottage avenue and Wister street, Germantown, Philadelphia; Charles M. Swain, 4500 Spruce street, Philadelphia; Isaac Schlichter, 4035 Frankford avenue, Philadelphia; Stephen Farrelly, 127 South Twenty-second street, Philadelphia; John Field, Landsdowne avenue and Fifty-sixth street, Philadelphia; James M. Anders, M. D., 1529 North Eighth street, Philadelphia; William Mil-

ligan, 4600 Woodland avenue, Philadelphia; Franklin Hall, 1318 North Thirteenth street, Philadelphia; William P. Kildare, 627 Vine street, Philadelphia; Stephen F. Whitman, 1701 Spring Garden street, Philadelphia; B. K. Jamison, 3912 Walnut street, Philadelphia; William R. Warner, 1306 North Broad street, Philadelphia; Thomas A. Edwards, 2121 De Lancey Place, Philadelphia; John H. Wheeler, 3246 Chestnut street, Philadelphia, and Samuel G. King, 2041 Arch street, Philadelphia.

Seventh.—The by-laws for the government of the corporation shall be such as may be adopted by a majority vote of the board of directors at any regular meeting or at a special meeting called for that purpose.

Eighth.—The amount of the capital stock of the said corporation is two hundred and fifty thousand dollars, divided into twenty-five hundred shares of the par value of one hundred dollars each, and twenty-five thousand dollars being ten per cent of the said capital stock has been paid in cash to the treasurer of the said corporation, whose name and residence are James F. Lynd, 4602 Woodland avenue, Philadelphia.

FRANKLIN HALL.	[SEAL.]
W. DURELL SHUSTER.	[SEAL.]
J. F. HAYES.	[SEAL.]
ANDREW C. SINN.	[SEAL.]
JAMES F. LYND.	[SEAL.]

STATE OF PENNSYLVANIA,
County of Philadelphia, ss:

Before me, the recorder of deeds in and for the county aforesaid, personally came the above named Andrew C. Sinn, James F. Lynd, W. Durell Shuster, James F. Hayes, and Franklin Hall, who in due form of law acknowledged the foregoing instrument to be their act and deed for the purposes therein specified.

Witness my hand and seal of office this second day of June, anno Domini 1886.

JOS. K. FLETCHER, [SEAL.]
Deputy Recorder of Deeds.

STATE OF PENNSYLVANIA,
County of Philadelphia, ss:

Personally appeared before me this second day of June, anno Domini 1886, Andrew C. Sinn, James F. Lynd, W. Durell Shuster, James F. Hayes, and Franklin Hall, who, being duly sworn according to law, depose and say that the statements contained in the foregoing instrument are true.

JAMES F. LYND,
FRANKLIN HALL,
W. DURELL SHUSTER.

Sworn and subscribed to before me this second day of June, A. D. 1886.

JOS. K. FLETCHER, [SEAL.]
Deputy Recorder of Deeds.

EXECUTIVE CHAMBER,
Harrisburg, June 4, 1886.

Hon. W. S. STENGER,
Secretary of the Commonwealth:

Having examined the above application and found it to be in proper form and within the purposes of the class of corporations specified in section second of the act entitled "An act to provide for the incorporation and regulation of certain corporations," approved April 29th, A. D. 1874, and the amendments and supplements thereto, and direct that letters patent issue according to law.

ROBT. E. PATTISON,
Governor.

SECRETARY'S OFFICE.

PENNSYLVANIA, ss.

Enrolled in Chapter Book No. 19, page 402, etc.

Witness my hand and seal of office at Harrisburg, this fourth day of June, A. D. 1886.

[SEAL.]

W. S. STENGER,
Secretary of the Commonwealth.

OFFICE OF THE SECRETARY OF THE COMMONWEALTH,
Harrisburg, December 15, A. D. 1892.

PENNSYLVANIA, ss:

I do hereby certify that the foregoing and annexed is a full, true, and correct copy of the articles of association of the City Trust, Safe Deposit and Surety Company of Philadelphia. as the same appears of record in this office.

In testimony whereof I have hereunto set my hand and caused the seal of the secretary's office to be affixed the day and year above written.

[SEAL.]

A. L. TILDEN,
Deputy Secretary of the Commonwealth.

AN ACT supplementary to an act entitled "An act to provide for the incorporation and regulation of certain corporations," approved the twenty-ninth day of April, anno Domini one thousand eight hundred and seventy-four, amending the twenty-ninth section of said act, so as to provide for the further regulation of and granting additional powers to all corporations now or hereafter incorporated under the provisions of said act for the insurance of owners of real estate, mortgagees and others interested in real estate, from loss by reason of defective titles, liens, and incumbrances.

SECTION 1. Be it enacted, &c., that section twenty-nine of an act, approved April twenty-ninth, one thousand eight hundred and seventy-four, entitled "An act to provide for the incorporation and regulation of certain corporations," which reads as follows:

"INSURANCE OF TITLES.

"SECTION 29. Companies incorporated under the provisions of this act for the insurance of owners of real-estate, mortgagees, and others interested in real estate, from loss by reason of defective titles, liens, and incumbrances, shall have the power and right to make insurances of every kind pertaining to or connected with titles to real estate, and shall have the power and right to make, execute, and perfect such and so many contracts, agreements, policies, and other instruments as may be required therefor;" be, and the same is hereby, amended and extended so as to be and read as follows:

INSURANCE OF TITLES.

SECTION 29. Clause 1. Companies which may have been heretofore or which may hereafter be, incorporated under the provisions of this act for the insurance of owners of real estate, mortgagees, and others interested in real estate, from loss by reason of defective titles, liens, and incumbrances, shall have the power and right:

First. To make insurances of every kind pertaining to or connected with titles to real estate, and to make, execute, and perfect such and so many contracts, agreements, policies, and other instruments as may be required therefor.

Second. To receive and hold on deposit and in trust and as security estate, real and personal, including the notes, bonds, obligations of States, individuals, companies, and corporations, and the same to purchase, collect, adjust, and settle, sell and dispose of in any manner, without proceeding in law or equity, and for such price and on such terms as may be agreed on between them and the parties contracting with them: *Provided*, that nothing herein contained shall authorize said companies to engage in the business of banking.

Third. To make insurance for the fidelity of persons holding places of responsibility and of trust and to receive upon deposit for safe-keeping jewelry, plate, stocks, bonds, and valuable property of every description upon terms as may be agreed upon.

Fourth. To act as assignees, receivers, guardians, executors, administrators, and to execute trusts of every description not inconsistent with the laws of this State or of the United States.

Fifth. To act as agents for the purpose of issuing or countersigning the certificates of stock, bonds, or other obligations of any corporation, association, or municipality, State or public authority, and to receive and manage any sinking fund thereof on such terms as may be agreed upon.

Sixth. To become sole surety in any case where by law one or more sureties may be required for the faithful performance of any trust, office, duty, action, or engagement.

Seventh. To take, receive, and hold any and all such pieces of real property as may have been or may hereafter be the subject of any insurance made by such

companies under the powers conferred by their charter, and the same to grant, bargain, sell, convey, and dispose of in any such manner as they see proper.

Eighth. To purchase and sell real estate and take charge of the same.

Ninth. To act as security for the faithful performance of any contract entered into with any person, or municipal or other corporation, or with any State or government, by any person or persons, corporation or corporations.

Tenth. To become sole security for the faithful performance of the duties of any national, State, county, or municipal officer, and to execute such bonds or recognizances as may be required by law in such cases.

Eleventh. To become security for the faithful performance of the duties of any clerk or employé of any corporation, company, firm, or individual.

Twelfth. To become security for the payment of all damages that may be assessed and directed to be paid for lands taken in the building of any railway, or for the purposes of any railway, or for the opening of streets or roads, or for any purpose whatever where land or other property is authorized by law to be taken.

Thirteenth. To become security upon any writ of error or appeal, or in any proceeding instituted in any court of this Commonwealth in which security may be required: *Provided, however*, that nothing in this act shall be so construed as to dispense with the approval of such body, corporation, court, or officer as is by law now required to approve such security: *Provided, however*, that before exercising any of the powers hereby conferred each such corporation shall have a paid up capital of not less than one hundred and twenty-five thousand dollars, an affidavit of which fact, made by the treasurer thereof, shall be filed in the office of the secretary of the Commonwealth, and each such company heretofore or hereafter incorporated shall file in the office of the secretary of the Commonwealth a certificate of its acceptance hereof, made by formal resolution adopted at a regular or called meeting of the directors, trustees, managers, or other proper officers thereof and certified under the corporate seal of such company, and a copy of such affidavit and of such resolution certified under the seal of the office of the secretary of the Commonwealth shall be evidence of compliance with the requirements hereof.

CLAUSE II. That whenever such companies shall receive and accept the office or appointment of assignees, receiver, guardian, executor, administrator, or to be directed to execute any trust whatever, the capital of the said company shall be taken and considered as the security required by law for the faithful performance of their duties as aforesaid and shall be absolutely liable in case of any default whatever.

CLAUSE III. That any executor, administrator, guardian, or trustee having the custody or control of any bonds, stock, securities, or other valuables belonging to others, shall be authorized to deposit the same for safe keeping with said companies.

CLAUSE IV. That whenever any court shall appoint said companies assignees, receiver, guardian, executor, administrator, or to execute any trust whatever, the said court may in its discretion, or upon the application of any person interested, appoint a suitable person to investigate the affairs and management of the company so appointed, who shall report to such court the manner in which its investments are made and the security afforded to those by or for whom its engagements are held, and the expense of such investigation shall be defrayed by the said company; or the court may, if deemed necessary, examine the officers of said company under oath or affirmation as to the security aforesaid.

CLAUSE V. The said companies shall keep all trust funds and investments separate and apart from the assets of the companies, and all investments made by the said companies as fiduciaries shall be so designated as that the trust to which such investment shall belong shall be clearly known.

Approved the 9th day of May, A. D. 1889.

JAMES A. BEAVER.

OFFICE OF THE SECRETARY OF THE COMMONWEALTH,
Harrisburg, December 15, A. D. 1892.

PENNSYLVANIA, ss:

I do hereby certify that the foregoing and annexed is a full, true, and correct copy of the original act of the general assembly, entitled "An act supplementary to an act entitled 'An act to provide for the incorporation and regulation of certain corporations,' approved the twenty-ninth day of April, anno Domini one thousand eight hundred and seventy-four, amending the twenty-ninth section of said act, so as to provide for the further regulation of and granting additional powers to all corporations now or hereafter incorporated under

the provisions of said act for the insurance of owners of real estate, mortgagees, and others interested in real estate from loss by reason of defective titles, liens, and incumbrances as the same remains on file in this office.

In testimony whereof, I have hereunto set my hand and caused the seal of the Secretary's office to be affixed the day and year above written.

[SEAL.]

A. L. TILDEN,
Deputy Secretary of the Commonwealth.

At a special meeting of the board of directors of the City Trust, Safe Deposit and Surety Company of Philadelphia, held May 17th, 1889, the following preamble and resolution was passed:

"Whereas the act of assembly, approved May 9th, 1889, supplementary to an act entitled 'An act to provide for the incorporation and regulation of certain corporations,' approved April 29th, 1874, provides, that before exercising any of the powers thereby conferred each such corporation shall have a paid-up capital of not less than \$125,000, an affidavit of which fact made by the treasurer thereof shall be filed in the office of the secretary of the Commonwealth, and each such company heretofore incorporated shall file in the office of the secretary of the Commonwealth a certificate of its acceptance thereof made by a formal resolution adopted at a regular or called meeting of the directors and certified under the corporate seal: Therefore.

"Resolved, That this company formally accents the act approved May 9th, 1889, and directs the filing of the acceptance in the office of the secretary of the Commonwealth, duly authenticated by the corporate seal, and also directs the secretary and treasurer to accompany said acceptance by his affidavit of the cash capital paid in accordance with the 13th section of the said act."

Witness my hand and the corporate seal of the company this seventeenth day of May, A. D. 1889.

[CORPORATE SEAL.]

JAMES F. LYND,
Secretary and Treasurer.

James F. Lynd being duly affirmed, says that he is the secretary and treasurer of the City Trust, Safe Deposit, and Surety Company of Philadelphia, and that there has been paid into the treasury in cash five hundred thousand (\$500,000) dollars capital.

JAMES F. LYND.

Affirmed and subscribed to before me, this 18th day of May, A. D. 1889.

[SEAL.]

WM. G. WISE,
Notary Public.

Filed in the office of the secretary of the Commonwealth on the 22d day of May, A. D. 1889.

J. H. LONGENECKER,
Deputy Secretary of the Commonwealth.

OFFICE OF THE SECRETARY OF THE COMMONWEALTH,
Harrisburg, December 15, A. D. 1892.

PENNSYLVANIA, ss:

I do hereby certify that the foregoing and annexed is a full, true, and correct copy of the acceptance of the act of May 9th, A. D. 1889, by the City Trust, Safe Deposit and Surety Company of Philadelphia as the same appears of record in this office.

In testimony whereof, I have hereunto set my hand and caused the seal of the secretary's office to be affixed the day and year above written.

[SEAL.]

A. L. TILDEN,
Deputy Secretary of the Commonwealth.

IN THE NAME AND BY AUTHORITY OF THE COMMONWEALTH OF PENNSYLVANIA, THE GOVERNOR OF THE SAID COMMONWEALTH, TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Know ye, that the attestations or certificates hereunto attached are in due form and made by the proper officer, and that A. L. Tilden, whose name is subscribed thereto, was at the time of subscribing the same, and now is a deputy secretary of the Commonwealth duly appointed and commissioned, and full faith and credit are due and ought to be given to his official acts accordingly.

Given under my hand and the great seal of the State, at the city of Harrisburg, this fifteenth day of December, in the year of our Lord one thousand eight hundred and ninety-two, and of the Commonwealth the one hundred and seventeenth.

[SEAL.]

ROBT. E. PATTISON,
Governor.

By the Governor:

WILLIAM F. HARRITY,
Secretary of the Commonwealth.

Affidavit (notary).

[Extract from the minutes of the meeting of the stockholders of the City Trust, Safe Deposit and Surety Company of Philadelphia, held on May 10th, 1886.]

"PHILADELPHIA, May 10th, 1886.

"The committee on charter reported a form of charter, which was read by Senator Hughes, and was, by a unanimous vote, accepted and adopted as and to be the charter of the above-named corporation.

"The committee on organization reported the following gentlemen as having been elected to serve as directors for one year: Andrew C. Sinn, Charles M. Swain, Isaac Schlichter, Stephen Farrelly, John Field, James M. Anders, William Milligan, Franklin Hall, William P. Kildare, Stephen F. Whitman, B. K. Jamison, William R. Warner, Thomas A. Edwards, John H. Wheeler, and Samuel G. King. The report of the committee was accepted, and upon a ballot being taken, 1,090 shares were voted for each director named, and they were accordingly declared elected to serve for one year."

I hereby certify that the foregoing extract is a true and correct copy taken from the minute book and records of the City Trust, Safe Deposit and Surety Company of Philadelphia, as witness the corporate seal of the company, duly attested.

Attest:

JAMES F. LYND, [SEAL.]
Secretary and Custodian of Records.

PHILADELPHIA, January 27th, 1893.

Extract from the minutes of the annual meeting of the stockholders of the City Trust, Safe Deposit and Surety Company of Philadelphia, held May 9th, 1892, in the city of Philadelphia.

"MAY 9TH, 1892.

"The annual meeting of the stockholders, having been advertised in accordance with law and the by-laws of this company, was held at 927 Chestnut street, at 12 m., and upon motion of Charles M. Swain Mr. James W. McAllister was called to the chair, and upon motion duly seconded James F. Lynd was elected to act as Secretary.

"The Secretary read the call for the meeting and the minutes of the previous annual meeting, which upon motion were approved.

"President Swain read the report of the directors for the fiscal year ending April 30, 1892, which upon motion was accepted, and upon motion of Mr. Doughten, duly seconded, was ordered to be printed and a copy sent to each stockholder.

"Upon motion of Dr. Baker, the meeting took a recess until 2 p. m., to go into an election for fifteen directors for the ensuing year.

"The judge and tellers were duly affirmed, and the polls were opened. The tellers announced to the meeting, after the polls were closed, at 2 p. m., that 4,079 votes had been cast for each of the following gentlemen: James M. Anders, M. D., George Fales Baker, M. D., Stephen Farrelly, Charles S. Greene, Michael P. Heraty, Samuel B. Huey, James F. Lynd, C. N. Peirce, D.D.S., Charles W. Potts, Charles M. Swain, Andrew C. Sinn, W. Durell Shuster, John Sailer, John H. Wheeler, and William R. Warner, and this being the whole number of votes cast, they were declared unanimously elected for the ensuing year. Upon motion adjourned."

I hereby certify that the foregoing extract is a true and correct copy taken from the minute book and records of the City Trust, Safe Deposit and Surety Company of Philadelphia, as witness the corporate seal of the company, duly attested.

Attest:

JAMES F. LYND, [SEAL.]
Secretary and Custodian of the Records.

PHILADELPHIA, January 27th, 1893.

Extract from the minutes of the board of directors of the City Trust, Safe Deposit and Surety Company of Philadelphia, held May 10th, 1892.

"MAY 10TH, 1892.

"A meeting of directors for organization was held at 4 p. m. Present, Messrs. Wheeler, Sailer, Greene, Drs. Baker and Peirce, Shuster, Potts, Sinn, and Lynd. Upon motion of Mr. A. C. Sinn, Mr. Wheeler was called to the chair. The secretary, James F. Lynd, read the minutes of the stockholders' meeting, which, upon motion, were approved.

"Upon motion of Dr. Peirce, Mr. Charles M. Swain was nominated for president, and there being no other nominations, the secretary was directed, upon motion of Dr. Baker, to cast one ballot for Mr. Swain for president, which being done, he was declared elected president for the ensuing year. The nomination of a vice-president being next in order, Dr. Baker nominated Mr. M. P. Heraty, and there being no other nominations, the secretary was directed, upon motion, to cast one ballot for Mr. M. P. Heraty, for vice-president, which being done, he was declared elected.

The following officers, upon motion, were reelected to serve for the ensuing year: James F. Lynd, secretary and treasurer; Joseph A. Sinn, trust officer; Wm. G. Wise, assistant trust officer; E. L. Eyre, solicitor.

I hereby certify that the foregoing extract is a true and correct copy taken from the minute book and records of the City Trust, Safe Deposit and Surety Company of Philadelphia, as witness the corporate seal of the company, duly attested.

Attest:

JAMES F. LYND, [SEAL].
Secretary and Custodian of Records.

PHILADELPHIA, January 27th, 1893.

Extracts from the minutes of the regular meetings of the board of directors of the City Trust Safe Deposit and Surety Company of Philadelphia, held on December 12, 1892, and on January 9, 1893.

"DECEMBER 12TH, 1892.

"A regular meeting of the board of directors was held at 4 p. m., there being present, President Swain, in the chair, and Messrs Sinn, Greene, Sailer, Farrelly, Drs. Anders, Baker, and Peirce.

"Mr. A. C. Sinn offered, in writing, the following amendment to the by-laws, which, in accordance with article 18th of the by-laws, will be acted upon at the next regular stated meeting of the board:

"Resolved, That under article 18th, of the by-laws of the City Trust, Safe Deposit and Surety Company of Philadelphia, entitled, 'Amendments,' it is proposed that the 3rd paragraph of article 6th of said by-laws, relating to the duties of the president and vice-president, shall be altered by striking out said entire paragraph and inserting in lieu thereof the following paragraph: 'He shall sign, execute, and deliver all such bonds, deeds, contracts, agreements, transfers, and other instruments of writing as may be required and necessary, under the by-laws, in carrying on the business of the company in any matter in which the company is surety, or in any matter or estate of which the company is or may be executor, administrator, guardian, committee, surety, or trustee, or acting in any fiduciary relation, and shall cause the seal of the company to be affixed thereto, when necessary, to be attested by the secretary and treasurer, and duly acknowledged.'

"JANUARY 9TH, 1893.

"A regular meeting of the board of directors was held at 4 p. m., there being present President Swain in the chair, and Messrs. Farrelly, Warner, Sailer, Greene, Wheeler, Drs. Baker, Peirce and Anders.

"Upon motion of Col. Greene, seconded by Dr. Baker, the amendment to the third paragraph of article 6, of the by-laws, as proposed in writing at the last stated meeting of the board and entered in full on the minutes of said meeting, was adopted by the following vote: Dr. Peirce voted aye, S. Farrelly voted aye, C. S. Green voted aye, J. H. Wheeler voted aye, J. M. Anders voted aye, W. R. Warner voted aye, G. F. Baker voted aye, C. M. Swain voted aye, which, being a majority of the whole board of directors and a unanimous vote, the amendment was adopted."

I hereby certify that the foregoing extracts from the minutes are true and correct copies of the same; taken from the minute book and records of the City

Trust, Safe Deposit, and Surety Company of Philadelphia, as witness the corporate seal of the company, duly attested.

Attest:

[SEAL.]

PHILADELPHIA, *January 27th, 1893.*

JAMES F. LYND,

Secretary and Custodian of Records.

I hereby certify that the attached verified itemized statement of the assets and liabilities of the City Trust, Safe Deposit and Surety Company of Philadelphia has been compared by me with the records of the said corporation, and found to be correct; and I further certify that I am the secretary and custodian of records of the said company, as witness the corporate seal of the said company, duly attested by me, this twenty-seventh day of January, 1893.

Attest:

[SEAL.]

JAMES F. LYND,

Secretary and Custodian of Records.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA.

On the thirtieth day of April, 1892, the assets and liabilities of the company were:

Assets.

Cash on hand and deposited with banks	\$375, 588. 20
Demand loans	321, 186. 35
Time loans	461, 324. 17
Loans upon bonds and mortgages	72, 500. 00
Investment securities	147, 200. 00
Real estate	334, 187. 84
Miscellaneous assets	24, 748. 46
	<hr/>
	1, 736, 735. 02

Liabilities.

Capital stock paid in	\$500, 000. 00
Surplus	150, 000. 00
Undivided profits	30, 079. 30
Deposits	970, 660. 36
Miscellaneous liabilities (including mortgage of 929 Chestnut street)	85, 995. 36
	<hr/>
	1, 736, 735. 02

COUNTY OF PHILADELPHIA, ss:

James F. Lynd, being duly affirmed, says that he is secretary and treasurer of the City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the Company on April 30, 1892.

JAMES F. LYND.

Affirmed and subscribed to before me this 27th day of Jan., A. D. 1893.

[SEAL.]

WM. G. WISE,

Notary Public.

STATE OF PENNSYLVANIA,

County of Philadelphia, ss:

I, William B. Mann, prothonotary of the county of Philadelphia and clerk of the courts of common pleas of said county, which are courts of record, having a common seal, being the officer authorized by the laws of the State of Pennsylvania to make the following certificate, do certify that Wm. G. Wise, esquire, before whom the annexed oath or affirmation was made, was at the time of so doing a notary public for the Commonwealth of Pennsylvania, residing in the county of Philadelphia, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of deeds or convey-

ances for lands, tenements, and hereditaments in said State of Pennsylvania and to all whose acts, as such, full faith and credit are and ought to be given, as well in courts of judicature as elsewhere, and that I am well acquainted with the handwriting of the said notary public and verily believe his signature thereto is genuine, and that said oath or affirmation purports to be taken in all respects as required by the laws of the State of Pennsylvania.

In testimony whereof I have hereunto set my hand and affixed the seal of said court this 27th day of January, in the year of our Lord one thousand eight hundred and ninety-three.

[SEAL.]

WILLIAM B. MANN,
Prothonotary.

JUSTIFICATION OF THE GUARANTORS.

STATE OF PENNSYLVANIA,

County of Philadelphia, ss:

I, Charles M. Swain, president of the City Trust, Safe Deposit and Surety Company of Philadelphia, one of the guarantors named in the within guarantee, do swear that said company is pecuniarily worth the sum of two hundred fifty thousand (250,000) dollars, over and above all its debts and liabilities.

CHAS. M. SWAIN.

Before me,

[SEAL.]

WM. G. WISE,
Notary Public.

STATE OF PENNSYLVANIA,

County of Philadelphia, ss:

I, Charles M. Swain, one of the guarantors named in the within guarantee, do swear that I am pecuniarily worth the sum of two hundred fifty thousand (250,000) dollars, over and above all my debts and liabilities.

CHAS. M. SWAIN.

Before me,

[SEAL.]

WM. G. WISE,
Notary Public.

CERTIFICATE.

[NOTE.—The certificate must be signed by a *U. S. civil official*, and *not* by any clerk or notary or by any State or municipal officer; it may be given separately as to each guarantor and modified accordingly. See section 6, general instructions for bidders.]

I, Samuel Bell, clerk circuit court U. S., East. Dist. of Pa., do hereby certify that the City Trust, Safe Deposit and Surety Company of Philadelphia and Charles M. Swain, the guarantors above named, are personally known to me, and that, to the best of my knowledge and belief, each is pecuniarily worth over and above all its and his debts and liabilities the sum stated in the accompanying affidavits subscribed by him, said Charles M. Swain.

[SEAL.]

SAMUEL BELL,
Clerk Circuit Court U. S., East. Dist. of Penna.

IMPROVEMENT OF PHILADELPHIA HARBOR.

UNITED STATES ENGINEER'S OFFICE,
1428 ARCH STREET,
Philadelphia, Pa., December 30, 1892.

Sealed proposals, in triplicate, will be received at this office until 11 a. m., Tuesday, January 31, 1893, and then publicly opened, for dredging and removal of wharfing in Philadelphia Harbor and the depositing and spreading of material on League Island. Specifications, blank forms, and all available information will be furnished on application to this office.

C. W. RAYMOND,
Major Corps of Engineers, U. S. Army.

Abstract of proposals for dredging and removal of wharfing in the improvement of the harbor of Philadelphia, received in response to the attached advertisement dated December 30, 1892, and opened January 31, 1893, by Maj. C. W. Raymond, Corps of Engineers, U. S. Army.

No.	Name and address of bidder.	Approximate quantities.			Amount.
		Excavating and depositing material at places approved by the engineer officer in charge (21,500,000 cubic yards).	Removing pile and timber wharfing or revetment (16,200 linear feet).	Additional price for depositing and spreading material upon League Island (2,000,000 cubic yards).	
		<i>Per cubic yard.</i>	<i>Per linear foot.</i>	<i>Per cubic yard.</i>	
1	Michael J. Coffey, Brooklyn, N. Y.; Nicholas Connolly, Quebec, Canada, and Michael Connolly, Kingston, Ontario.	\$0.12½	\$1.25	\$0.14	\$2 987,750
2	American Dredging Company, Philadelphia, Pa.*	.14 ⁷ / ₁₆	1.90	.16	3,403,780
3	The Penn Dredging Company, Philadelphia, Pa.	.14 ⁷ / ₁₆	1.90	.17½	3,541,280

*Recommended for acceptance.

Cost of the work as estimated by the Board of Engineers of 1888, not including the depositing of material on League Island and the additional excavation on Petty Island authorized by the sundry civil act of March 3, 1891, \$3,500,000, of which \$741,000 have been appropriated. Amount now available \$584,846.92.

I certify that the foregoing abstract is correct.

C. W. RAYMOND,
Major, Corps of Engineers.

UNITED STATES ENGINEER OFFICE,
Philadelphia, Pa., January 31, 1893.

UNITED STATES ENGINEER OFFICE, 1428 ARCH STREET,
Philadelphia, Pa., February 6, 1893.

GENERAL: I have the honor to transmit herewith an abstract of proposals, accompanied by one copy of each proposal received and opened by me on January 31, 1893, for the improvement of the harbor of Philadelphia.

The lowest bidders are Michael J. Coffey, of Brooklyn, N. Y.; Nicholas Connolly, of Quebec, Canada, and Michel Connolly, of Kingston, Ontario.

The plant specified in their proposal consists of two dipper dredges, one of which is at Kingston, Ontario, and the other at St. Johns, New Brunswick; three clam-shell dredges, which are at Quebec, Canada; four dumpscows, two of which are at Kingston, Ontario, and two at St. Johns, New Brunswick; four tubscows, which are at Kingston, Ontario, the tugs being at Quebec, and certain other appliances for depositing material and removing revetment. The proposal states that other dredges and scows will be put on the work, but does not give the kind, capacity, number, and location of the same, as required by the specifications.

The proposal states that the plant specified will be available for use on April 1, 1893.

In the letter accompanying their proposal the bidders state that the plant specified will enable them to comply with the requirements of the specifications for the months of April and May. They also offer to give specific information concerning the purchase and hire of other plant after the bids are opened, and to submit plans should their bid be the lowest. I am not authorized to permit the modification or extension of any proposal after the opening of the bids.

The specifications require that the work shall be commenced on or before April 1, 1893, at Windmill Island and in the Pennsylvania channel north of Petty Island, and that at least 250,000 cubic yards, scow measurement, shall be

excavated and deposited on or before April 30, 1893. They require the immediate removal of a large amount of revetment. The work specified to be done during the month of April requires for its efficient execution the employment of at least twelve dredges, nine of which should be combination or dipper dredges, and a daily scow capacity of about 16,500 cubic yards.

The work can not be done with the plant specified by these bidders. Accepting their own statements as correct, they have only two dredges and four scows which are adapted to the work.

With the exception of one dredge and two scows, which are at St. Johns, New Brunswick, all the plant specified is either at Kingston, Ontario, or Quebec, Canada. This plant must be transported to Philadelphia Harbor through the St. Lawrence River and by sea. As the average date of the opening of through navigation of the St. Lawrence River is April 30 and the earliest date since 1854 is April 20, and as it will require about a month under favorable circumstances to transport the plant to Philadelphia, it will be seen that the statement that this plant is available for work on April 1 can not possibly be true. With the exception of one dredge and two scows now at St. Johns, New Brunswick, none of the plant specified can possibly be placed on the work before the latter part of May.

A thorough investigation of the statements of these bidders with reference to their plant and previous experience would necessitate inquiries in a foreign country involving delay and expense. Such an investigation is not now considered necessary. The proposal shows upon its face that it is not made in good faith, and this alone is believed to be sufficient cause to require its rejection. The signature of Nicholas Connolly is not witnessed, and the signatures of both Connollys appear to have been written by the same hand.

I have the honor to recommend that the proposal of Michael J. Coffey, of Brooklyn, N. Y.; Nicholas Connolly, of Quebec, Canada, and Michael Connolly, of Kingston, Ontario, be rejected on the grounds that the plant specified therein is inadequate to the work, not adapted to the work, and not available for the commencement of the work.

The next lowest bidder is the American Dredging Company.

The plant specified in the proposal of this company is adapted to the work, adequate to its execution, and all available on April 1, 1893, the date of the commencement of the work.

A full statement is given of previous experience in this kind of work, principally executed for the United States. The history and reputation of this company are well known to the Department, and are guaranties that if the contract is awarded to it the work will be faithfully and efficiently executed in accordance with the specifications.

The guarantors of the proposal are satisfactory.

The prices bid by this company are as follows:

(1) For material excavated and deposited at places approved by the engineer officer in charge, for the entire improvement of Philadelphia Harbor, as per plan approved by Congress, at 14.2 cents per cubic yard, measured in the scows or dippers.

(2) For all pile and timber wharfing or revetment removed, at \$1.90 per linear foot of wharfing or revetment.

(3) For all dredged material deposited and spread upon League Island, said price to be in addition to the price bid per cubic yard under item 1, at 16 cents per cubic yard, measured in place.

The aggregate of the bid for excavation and the removal of revetment is \$3,083,780, which is \$117,000 less than the estimate given in the adopted project of the Board of Engineers of 1888, although the amount of excavation has been considerably increased by subsequent legislation. The Board made no estimate of the cost of filling and grading at League Island. The Navy Department is now paying a contract price of 23½ cents per cubic yard, measured in place before dredging, for filling at League Island.

The prices bid are much lower than those offered when proposals for this work were last opened, on April 9, 1891, with the exception of the prices of James A. Mundy & Co., which were unquestionably much too low. I have made a thorough study of these prices, basing my conclusions upon the results of experience in this work and information obtained from other localities, and giving careful consideration to all existing conditions. In my opinion these prices are reasonable, and I believe it will be impossible to obtain lower prices from responsible parties having the plant, capital, and experience necessary to carry on the work properly.

I therefore respectfully recommend that the proposal of the American Dredging Company be accepted and that the contract be awarded to that company.

Very respectfully, your obedient servant,

C. W. RAYMOND,
Major, Corps of Engineers

Brig. Gen. THOMAS L. CASEY,
Chief of Engineers, U. S. Army, Washington, D. C.

[First indorsement.]

OFFICE CHIEF OF ENGINEERS, U. S. ARMY,
February 7, 1893.

Respectfully submitted to the Secretary of War.

The river and harbor act of September 19, 1890, appropriated and enacted as follows:

"Improving the harbor of Philadelphia: For removal of Smith's Island and Windmill Island, in the State of Pennsylvania, and Petty's Island, in the State of New Jersey, or such parts of them and the shoals adjacent thereto as may be required, and for the improvement of the harbor between the cities of Philadelphia, Pennsylvania, and Camden, New Jersey, two hundred thousand dollars: *Provided*, That contracts may be entered into by the Secretary of War for the work required for the improvement of the Delaware River between the cities of Philadelphia, Pennsylvania, and Camden, New Jersey, according to the plan reported by the Board of Engineers and transmitted to Congress April seventh, eighteen hundred and eighty-eight, and printed as House Executive Document two hundred and sixty, Fiftieth Congress, first session, or such modifications thereof as may be determined upon by the Secretary of War: *Provided*, That the cost of the improvement shall not be thereby increased, to be paid for as appropriations may from time to time be made by law."

This was modified in reference to the depositing of material on League Island, as follows:

"For improving harbor at Philadelphia, Pennsylvania: continuing improvement: Removal of Smith's Island and Windmill Island, Pennsylvania, and Petty's Island, New Jersey, and adjacent shoals, three hundred thousand dollars: *Provided*, That the plan for the improvement may be modified by changing the line limiting the excavation on Betty's (Petty's) Island to such position as the Secretary of War may consider desirable, and the material to be removed from said islands and shoals under this appropriation and appropriations heretofore made shall be deposited and spread on League Island and to the extent of the cost of such deposit and spreading the said appropriations are hereby made available: *Provided further*, That the title to any additional lands required for said purpose shall be vested in the United States without charge to the latter." Sundry civil act, March 3, 1891.

A former firm of contractors, James A. Mundy & Co., failed to make the progress demanded by their contract, and the same was annulled on December 22, 1892.

The work has been readvertised and one copy of each bid received and an abstract of the same are herewith.

The recommendation made by Major Raymond that the contract be awarded to the American Dredging Company is concurred in. Attention is invited to the communications of Hon. M. S. Quay and Hon. C. O'Neill herewith.

THOS. LINCOLN CASEY,
Brig. Gen., Chief of Engineers.

WAR DEPARTMENT,
JUDGE-ADVOCATE GENERAL'S OFFICE,
Washington, D. C., February 10, 1893.

Respectfully returned to the Secretary of War, with the accompanying statement of the views of this office.

G. NORMAN LIEBER,
Acting Judge-Advocate-General.

[Third indorsement.]

After hearing arguments upon the subject by parties in interest, and upon careful consideration of the papers, the Secretary of War is of opinion that it is to the best interests of the the Government that all the bids be rejected and that proposals be again invited by advertisement.

Action will be taken accordingly.

S. B. ELKINS,
Secretary of War.

WAR DEPARTMENT, *February 20, 1893.*

WASHINGTON, *February 14, 1893.*

GENERAL: In compliance with the verbal instructions of the Secretary of War, I have the honor to submit the following remarks with reference to the proposals for improving Philadelphia Harbor, opened on January 31, 1893, and submitted to the Department with my letter dated February 6, 1893.

The lowest bidders were Michael Coffey, Nicholas Connolly, and Michael Connolly, who proposed to do the dredging at 12.5 cents per cubic yard, scow measurement, the removal of revetment at \$1.25 per linear foot, and the filling at League Island at 14 cents per cubic yard, measured in the fill.

Previous to the reception of any proposals a thorough study was made to determine what would be considered reasonable prices for this work. This investigation was made without the assistance of any person connected with any dredging company, and the conclusions were drawn from experience in Philadelphia Harbor, and all other available information, especially from work on the Clyde. I adopted 14.5 cents per cubic yard, scow measurement, as a reasonable price for dredging, and \$2 per linear foot as a reasonable price for the removal of revetment. For the filling on League Island it was found impossible to arrive at definite conclusions, owing to the uncertainty as to the amount of filling required and lack of reliable experience.

The price offered for excavation by the lowest bidders (12.5 cents per cubic yard, scow measurement) is, in my opinion, much too low, if it is their intention to carry the work through to completion in accordance with the specifications. It is sufficient to pay for the removal of soft material such as is found in the upper parts of the islands and shoals, so long as dumping places are available. But a large quantity of the material in the channel north of Petty Island is hard dredging, consisting of a mixture of sand, gravel, bowlders, and clay; and it is believed that some 10,000,000 cubic yards of material will have to be deposited above high water, after the available dumping places have been exhausted. I am confident that the whole work can not be done without loss at the price named.

It is very important that this work should be undertaken by competent and reliable contractors; otherwise it may be abandoned when the dumping grounds are filled and the cheaper part of the work is done, leaving the remainder to be provided for at greatly increased prices. It is also of great importance that the work should commence immediately and be conducted rapidly, in order to admit of the advance of wharves, which is an urgent commercial necessity.

I have recommended the rejection of the lowest bid for this work on the grounds that the plant specified is unsatisfactory and that on account of its location it can not possibly be available on April 1, 1893, as stated in the proposal.

It appears from the records of the office of the Chief of Engineers that two of these bidders—the Messrs. Connolly—submitted a proposal for dredging in Maumee Bay, opened December 5, 1888, which bid was the lowest received, but was rejected because the bidders “failed to satisfy the United States of their ability to perform the work for which they bid.” The work was readvertised, as the other bids were considered too high. (Engineer Department 3866, C, 1888, First Indorsement.)

The other bidders, the Penn Dredging Company and the American Dredging Company, have now submitted bids four times for this work. They were both anxious to obtain the contract, and both prepared their proposals with a full knowledge of the conditions of the work.

I have already stated my opinion that the bid of the American Dredging Company (the next lowest bidder) is reasonable, and that a lower bid can not be obtained from a responsible and competent persons. If all the bids were rejected the work would be delayed and the Government put to trouble and expense, and possibly prices as favorable would not be again offered.

I respectfully renew my recommendation that the contract be awarded to the American Dredging Company.

Very respectfully, your obedient servant,

Brig. Gen. THOMAS L. CASEY,
Chief of Engineers.

C. W. RAYMOND,
Major, Corps of Engineers.

[Personal.]

DEERING, ME., *February 3, 1893.*

MY DEAR FRYE: I see by the papers that the Connollys of Quebec are the lowest bidders on the Philadelphia work. These men have neither the experience, ability, or plant to do this work. These men have bribed the inspectors and engineers on all of their Canadian work by wholesale. They drove every honest engineer from their works by assailing his character and his work through the public press by paid editorials. These men have been indicted by the grand jury at Ottawa for robbing the Government of a million or more dollars and are now at large under a heavy bail bond. The evidence is very strong against them and the prospects are that they will be sent to the Kingston (?) prison for a term of years. They claim to be Americans, but in their testimony before the committee of Parliament who investigated their boodle operations they swear they are British subjects. I thought it my duty to place you in possession of the above facts. The testimony taken before the committee shows that none of their works have been done on time or in accordance with their contracts. I have been obliged to become thoroughly conversant with all of their Canada operations as I am retained by the Government counsel to assist him in the technical part of his case. I find that on all of their dredging contracts in Canada that they have been paid over a hundred per cent in excess of the *situ* (?) measurements. The soundings show that they have left their works from 10 feet below grade to 7 feet above. If Gen. Casey needs any additional evidence as to their standing as contractors I will refer him to Walter Robert Kinipple, C. E., London, Eng., who was the chief engineer of their works at Quebec and British Columbia. I have sent to Ottawa for a copy of the evidence in the boodle case, and if it is needed will send it to the Department.

Yours, very truly,

EDWARD MOORE.

Respectfully referred to Gen. T. L. Casey, Chief of Engineers, U. S. Army.
WM. P. FRYE, U. S. S.

[First indorsement.]

OFFICE CHIEF OF ENGINEERS, U. S. ARMY,
February 10, 1893.

Respectfully submitted to the Secretary of War in connection with the abstract and bids for Philadelphia Harbor, forwarded by indorsement of February 7, 1893 (Engineer Department, 1210).

THOS. LINCOLN CASEY,
Brig. Gen., Chief of Engineers.

HOUSE OF REPRESENTATIVES, UNITED STATES,
Washington, D. C., February 10, 1893.

SIR: In the interest of justice and the public good I am constrained to ask that you call Maj. Raymond, engineer in charge of the removal of the islands in the Delaware River at Philadelphia, Pa., before you, together with all the papers filed in the case, for consultation and information. Grave charges are made against M. and N. K. Connelly in connection with the prosecution, by them, of work under the Government of the Dominion of Canada. The official evidence of this is in the hands of Maj. Raymond, together with an affidavit showing that Mr. Munday, defaulting contractor, is also financially interested in the firm of Coffy, Connelly & Co.

Yours respectfully,

JOHN E. REYBURN,
Fourth district, Pennsylvania.

The SECRETARY OF WAR,
Washington, D. C.

[First indorsement.]

WAR DEPARTMENT, *February 11, 1893.*

Respectfully referred to the Chief of Engineers, who will telegraph Maj. Raymond to be at the War Department to see the Secretary on Monday next, and to bring with him such papers as he may have in reference to the recent bids for the work within referred to.

By order of the Secretary of War.

JOHN TWEEDALE,
Chief Clerk.

WAR DEPARTMENT,
Washington City, February 13, 1893.

GENERAL: The Secretary of War desires, by 11 a. m. to-morrow, 14th instant, a tabular statement of all the bids that have been offered for the work of removing islands in Delaware River, from the beginning to the present time.

Very respectfully,

JOHN TWEEDALE,
Chief Clerk.

Gen. THOS. L. CASEY,
Chief of Engineers, U. S. A.

UNITED STATES SENATE,
Washington, D. C., February 18, 1893.

GENERAL: Have the kindness to give me the bid of Mundy & Co., under which the contract for the removal of the islands in the Delaware was awarded to them and also the bid of Coffey & Connellys now under consideration.

Also the date at which you approved the recommendation of the local engineer that the contract should be awarded to the American Dredging Company.

Yours truly,

M. S. QUAY.

Gen. T. L. CASEY,
War Department.

[Telegram.]

FEBRUARY 20, 1893—12:53 p. m.

Gen. CASEY: Has the Windmill Island contract been awarded by the Secretary?

M. S. QUAY.

[Telegram.]

NEW YORK, *February 7, 1893.*

Hon. FRANK HISCOCK,
The Arlington, Washington, D. C.:

I want Elkins to get this dispatch before he goes to Department Wednesday. Please send it by messenger to his house that he may know I ask it as a personal favor that he delay acting on bids and contract for Philadelphia Harbor and League Island till I see him. Will be there Wednesday afternoon or evening; if you are absent your clerk can attend to it.

GEORGE BLISS.

[Memorandum for Lieut. Dapray.]

FEBRUARY 8, 1893.

The Secretary wishes to delay acting on bids and contracts for Philadelphia Harbor and League Island until he sees Mr. George Bliss in regard to the matter.

B. W. H.

[War Department telegram.]

FEBRUARY 8, 1893.

HON. CHAS. O'NEILL,
House of Representatives:

The bids for improving harbor of Philadelphia are before the Secretary of War. He requests me to say that he will take the matter up for action to-morrow at 12 o'clock, when he will be glad to hear you on the subject.

JOHN TWEEDALE,
Chief Clerk.

NOTE.—This telegram was written about 3:40 o'clock the above date, and taken by the Department operator to the main office of the Western Union Telegraph Company, from whence it was sent.

[War Department telegram.]

FEBRUARY 8, 1893.

Hon. H. H. BINGHAM,
House of Representatives:

The bids for improving harbor of Philadelphia are before the Secretary of War. He requests me to say that he will take the matter up for action to-morrow at 12 o'clock, when he will be glad to hear you on the subject.

JOHN TWEEDALE,
Chief Clerk.

NOTE.—This telegram was written about 3:40 o'clock this date and taken by the Department operator to the main office of the Western Union Telegraph Company, from whence it was sent.

[War Department telegram.]

FEBRUARY 8, 1893.

Hon. GEORGE BLISS,
New York, N. Y.:

The bids for improving harbor of Philadelphia are before the Secretary of War. He requests me to say that he will take the matter up for action to-morrow at 12 o'clock, when he will be glad to hear you on the subject.

JOHN TWEEDALE,
Chief Clerk.

[War Department telegram.]

FEBRUARY 8, 1893.

Hon. FRANK HISCOCK,
United States Senate:

The Secretary of War requests me to say that a telegram has been sent to Hon. George Bliss, advising him that the bids for improving harbor of Philadelphia will be taken up by the Secretary to-morrow at 12 o'clock, and he will be glad to hear him on the subject.

JOHN TWEEDALE,
Chief Clerk.

[War Department telegram.]

FEBRUARY 8, 1893.

Hon. M. S. QUAY,
United States Senate:

The bids for improving the harbor of Philadelphia are before the Secretary of War. He requests me to say that he will take the matter up for action to-morrow at 12 o'clock, when he will be glad to hear you on the subject.

JOHN TWEEDALE,
Chief Clerk.

WAR DEPARTMENT,
JUDGE-ADVOCATE-GENERAL'S OFFICE,
Washington, February 10, 1893.

Respectfully returned to the Secretary of War.

Bids were advertised for by the United States engineer officer for certain work to be done in the Delaware River at Philadelphia. Three bids were made—the lowest by Coffey, Connelly & Connelly. The next lowest was made by the American Dredging Company. The difference between these two is about \$416,000.

The question is as to whether the bid of Coffey, Connelly & Co. should be accepted; and if not, whether any of them should be.

The Government is not yet under obligation to any of the parties. The law requires the work to be advertised for proposals before the Secretary of War can enter into contract. So he is now, having advertised and having received the proposals, only just ready to begin to enter into contract. And he may refuse to enter into contract with any of the parties making proposals. But if he sees fit to accept one of these proposals he may accept any one he wishes. He has only the interests of the United States to take into consideration in deciding. And in consulting the interests of the United States the amount of the bid is one thing to consider of course, but it is by no means the only thing. It would be a waste of time, and would also result in a waste of more or less money, to enter into contract with parties who can not do the work or with whom the Government would have great difficulty in getting the work done.

Therefore the question as to whether the different bidders can be relied on to do the work becomes very important. For this reason in advertising for bids the parties were requested to state facts relating to their facilities for doing the work, and in response to this Coffey, Connelly & Connelly (the lowest bidders) made a statement which shows that they have not on hand and available the plant necessary to do the work: but they declare their ability to obtain it, and if the Secretary of War should be satisfied that they will be able to do so there is no reason why the contract should not be entered into with them, for, as it will be noticed, this matter in regard to the plant, etc., is not a matter vital to the contract or in fact entering into the contract at all. It is only a matter to be considered by the Secretary of War in considering the question as to whether the parties are sufficiently reliable to warrant his entering into contract with them. But if on the reports of the engineer officers the Secretary of War should come to the conclusion that they have not got and can not get a plant sufficient to carry out the requirements of the contract the bid ought to be rejected.

The engineer officers have reported on the facts stated by Coffey, Connelly & Connelly themselves as to the plant, etc., that they have on hand (see reports herewith), and have, it seems to me, shown conclusively that according to their own statement they could not in their present condition be relied on at all to accomplish the work. The engineer officers have not felt at liberty to accept the showing Coffey, Connelly & Connelly propose to make after the bids were opened if given an opportunity to do so. They have had no instructions to do that.

The engineer officer who opened the bids further reports that "the proposal (of Coffey, Connelly & Connelly) shows on the face of it that it is not made in good faith." This I do not understand. That is, I do not know what it is based on; but it seems to me that if they are now ready and willing to enter into the contract their want of good faith in making the proposal could not be very easily established.

Attention is also called by the engineer officer to the fact that the signature of Nicholas Connelly is not witnessed, and he thinks the signatures of both Connellys appear to be written by the same hand. But it seems to me that if these men are claiming these signatures to be theirs and this bid to be theirs, and are offering to enter into the contract that is therein proposed to be made, the Department does not need further proof that the signatures are theirs. If they are given the contract, and they enter into it, the proposal becomes *functus officio*, and it would then be immaterial of course whether they signed it at all or not.

But the engineer officer recommends that the proposal of Coffey and the Connellys be rejected, and his recommendation is based "on the ground that the plant specified in the proposal is inadequate to the work, not adapted to the work, and not available for the commencement of the work." And this, together with the further question as to whether the parties can obtain a proper plant and are otherwise provided with the means to accomplish the work, seems to me to be the real question for the Secretary of War in determining whether he will enter into contract with them.

And as to the other question in this case (if the bid of Coffey, Connelly & Connelly is rejected), I would say that the reports of the engineer officers herewith show that the American Dredging Company is abundantly able to accomplish the work and may be implicitly relied upon to do it. The engineer officer who opened the bids also says in his report: "In my opinion these prices (the prices of the American Dredging Company) are reasonable, and I believe it will be impossible to obtain lower prices from responsible parties having the plant, capital, and experience necessary to carry on the work properly."

If, however, the Secretary of War should conclude that the bid of the American Dredging Company is excessive he can also reject it and have the work re-advertised.

G. NORMAN LIEBER,
Acting Judge-Advocate-General

FACTS IN REGARD TO IMPROVEMENT OF HARBOR OF PHILADELPHIA.

The wharf and other property damaged by delay are worth more than \$100,000,000; 4 per cent loss, two years, is \$800,000. This has already been suffered by James A. Mundy & Co.'s failure. Damage to commercial business of city and State much greater in amount.

Navy Department is now paying 23½ cents per yard. American Company's price only 16 cents for League Island navy-yard filling.

Bids made at several lettings show those of best companies vary, say, 5 per cent. That of James A. Mundy & Co. 50 per cent below, and that of Coffey & Connolly 14 per cent below the others. This shows absence of knowledge of work and of the business of dredging.

No machinery in sight, except that offered, which can do the work.

Machinery to meet requirements can not be built in less than a year.

American Dredging Company dredged 6,000,000 in less time than James A. Mundy & Co. were dredging 800,000.

Submitted by American Dredging Company.

Mr. CARMAN, *Attorney.*

QUEBEC, QUEBEC, *February 13, 1893.*

M. CONNOLLY,
Arlington Hotel, Washington:

Your firm have done on harbor works here work worth \$2,500,000 very satisfactorily. I consider you well able to carry out any piece of work successfully.

ST. GEORGE BOSWELL.

WASHINGTON, D. C., *February 14, 1893.*

Hon. S. B. ELKINS,
Secretary of War:

DEAR SIR: After a hurried reading of the papers on file in the matter of the bids for the improvement of Philadelphia Harbor, I desire briefly to meet the following points named, which I carry in my memory.

There is in the papers and dispatches much of denunciation and loose assertions without proof. As Coffey, Connelly & Connelly are the lowest bidders by between \$400,000 and \$500,000, it requires something more than this to justify your rejecting their bid.

First. It is asserted that Mr. Monday, the defaulting contractor, is interested in their bid. This is an utter falsehood, and no proof can be produced to sustain it.

Second, It is said they are foreigners. This is untrue. Mr. Coffey is well known as a citizen of Brooklyn, and held office there over a quarter of a century ago. The Connollys came here as children nearly half a century ago, and by their father's naturalization became citizens. Moreover, I am aware of no law which gives you the right to reject a bid because one of the bidders is "a foreigner."

I may add that the oil regions in Pennsylvania are full of tangible proofs of their activity and ability as contractors before they had any contracts in Canada. If Sidney Dillon were alive he could testify to their work on the Lake Shore road.

Third. An objection was attempted to be made to their bid because it is alleged one name is not witnessed. In fact, one witness covers two signatures. If the objection were good for anything, the bid of the American Dredging Company must be absolutely rejected, as there is an entire absence of witnesses, unless the corporate seal proves itself. But the judge-advocate has disposed of that objection.

Fourth. It is said the Connellys have been indicted in Canada. It is true one of them has been included in a conspiracy indictment in a matter arising out of political bitterness. But I need not remind you that indictment is not conviction or even presumptive proof of it. Chauncey M. Depew was recently indicted in New York. The allegations under which the charge against the Connellys arose related to fraud in a contract for work in Quebec Harbor. After they were made the Connellys publicly challenged re-examination and remeasurement of the work, offering to refund anything it should appear they had wrongfully received, and claiming that if it should appear that they had been underpaid the deficiency should be made good to them. Public opinion forced the acceptance of this offer. The report has not been made, but it is reliably reported that the result has been favorable to the Connellys. This examination was made by persons absolutely disinterested, at least so far as the Connellys are concerned.

Some of the letters filed refer to various persons in Canada. These letters seek to render incompetent the engineer officers in Canada on the general charge that they were bribed. There is absolutely no proof of this here or in Canada. Messrs Connolly appeal with confidence to any official under whom they have done work in Canada. One of the letters filed refers to Mr. James E. Houden. Messrs Connolly are content to take his statements as to them and their work.

The letters referring to Canada proceed from those who are disappointed because the Connellys have underbid them or from others having personal grievances.

Fifth. The judge-advocate says correctly that the only thing alleged as a reason why you should bind the Government to pay to the protestants nearly half a million more than the Connellys offer to do the work for is that they have not the requisite plant in their possession or under their control.

In fact they own three dredges, one of which is at St. Johns, New Brunswick; one at Quebec, and one at Kingston.

The capacity of these three dredges as I state it is not mere estimate, nor the capacity for a single day when everything works well, but is the capacity as has been shown by weeks and months of actual work. Proof of this can be furnished.

The capacity of each of these dredges is fully 2,500 cubic yards a day; indeed, they have often done for days at a time 3,000. This is for ten working hours. One of these dredges is already fitted with electric light so as to be worked at night, thus increasing its capacity to 5,000 yards in the twenty-four hours.

It is intended to fit up the other two in the same way so as to provide for any possible contingency. Thus these three dredges alone, working ten hours, have a capacity of 7,500 cubic yards, or working at night, 15,000.

The bidders have also under their control, though they do now own, other dredges of a capacity of 6,000 cubic yards a day of ten hours. They can specify these to you confidentially, but until they actually own them do not think that information should be given to competitors.

But it is said the dredges owned by the Connellys will not be available to them on April 1.

In reply to this, I have to say that these bidders did not go into this business of bidding either taking you for a fool or being fools themselves. They have given bonds in the sum of \$500,000. These bondsmen I personally know to be responsible beyond dispute. If you award the bidders the contract, they stand prepared to give abundant bonds.

As they were neither fools themselves nor took you for one, before they put in their bid, they made their arrangements to be able to comply with the contract from the outset and in this way:

There is or can be no dispute that their dredge at St. Johns is available and can be on the work long before April 1. As for the dredges at Quebec and Kingston, they of course knew that they could not be brought down the St. Lawrence before April 1. They therefore have other arrangements perfected to take the machinery from these dredges and bring it by rail to Philadelphia, while they

have arranged to have new hulls built and completed there before April 1 in which to place the machinery. The moment you award the contract to them, the telegraph will carry an order to the manufacturers of steel and the builders to commence the work.

As to the dredges not owned, they have arrangements by which they can purchase them at a price agreed, and will do so as soon as the contract is awarded.

The Connellys do not propose to do this work with small or broken-winded dredges. They have had offered to them for purchase or rental a quantity of such dredges. But they realize that if they are to do the work promptly and with a profit to themselves at the price they have bid, they must have perfect machinery and of large capacity. Dredges that can do 2,500 yards a day cost little more to run than those that can do 1,000 or 1,500. Dredges that are owned are in the long run much cheaper than dredges hired. They propose to own their own machinery and have the means to do it. They assert that the three dredges they already own are far superior to any others to be found in the country.

As to scows, they have abundant under their control.

Respectfully submitted.

GEORGE BLISS,
Of Counsel.

WASHINGTON, D. C., *February 14, 1893.*

SIR: I respectfully submit the following in extension of that which was handed you this morning containing a statement of the reasons for considering the apparent difference of about \$100,000 between the bid of Coffey & Connelly and that of the American Dredging was not a valid reason for withholding the award of the contract for the improvement of Philadelphia Harbor from the latter company.

That the greatest ultimate benefit of the appropriations made by Congress and the maximum ultimate economy resulting from the application of such appropriations should control the methods of their expenditures is, I think, an assumption which will not be controverted.

The application of this proposition to the case in hand presents the following facts and conclusions: The improvement of the port of Philadelphia is directly for the purpose of permitting a development of its commerce through the increased wharf facilities and expansion of its present ocean commerce. Until the removal of the islands and adjacent shoals has progressed to an extent far beyond that which has been accomplished under the work which has been done by J. A. Mundy & Co., it will be impossible to inaugurate the development of the wharf and shipping facilities of the port of Philadelphia.

The value of the commercial interests thus held in abeyance is at a very low estimate at least \$100,000,000. If this value is capitalized at the low rate of 4 per cent, it will be seen that the annual loss to the port of Philadelphia, and correlated interests, arising from delayed possibilities of utilizing the same to their full value, is fully \$400,000 per annum. From this it follows that for each year that the work is delayed, and thereby the commercial interests of the port withheld from a full utilization of its possibilities, there will result an annual loss to the interests of the port of at least \$400,000.

If then the original proposition be reverted to, viz, that the greatest ultimate benefit and economy should control the methods of the expenditure of the appropriations for this work, it follows that the difference of \$400,000 between the two bids under consideration is a fallacious argument upon which to base the decision of this question of award, if such award in one case results in delay to the development of the port of Philadelphia, or on the other hand accomplishes such a progress of the work as is required by the specifications as will permit the development of the commercial interests of the port at the earliest date possible.

Yours, very respectfully,

AMERICAN DREDGING COMPANY,
L. Y. SCHERMERHORN, *President.*

The honorable, The SECRETARY OF WAR,
Washington, D. C.

CAMDEN BOARD OF TRADE,
No. 312 MARKET STREET,
Camden, February 11, 1893.

SIR: Believing that the interests of Camden and Philadelphia would be best subserved by making the award for the removal of the islands, etc., in the river Delaware as recommended by Maj. Raymond, engineer, U. S. Army, we would respectfully request that the contract be awarded in conformity with such recommendation.

Very respectfully,

W. F. ROSE,
President.
GEO. W. JESSUP,
Secretary.

Hon. STEPHEN B. ELKINS,
Secretary of War, Washington, D. C.

OFFICE OF THE CHIEF OF ENGINEERS,
UNITED STATES ARMY,
Washington, D. C., February 14, 1893.

SIR: In response to a letter from your office dated February 13, 1893, requesting a tabular statement of all the bids that have been offered for the work of removing islands in Delaware River from the beginning to the present time, there is inclosed herewith the pages 1033 and 1034 of the Annual Report of the Chief of Engineers for 1891, upon which the abstracts of the proposals received in response to the three advertisements for the removal of those islands are printed. The first set of proposals were opened September 16, 1890, the second set on February 12, 1891, and the third set upon which the award was made for the late contract with James A. Mundy & Co. was opened April 9, 1891.

Very respectfully, your obedient servant,

THOS. LINCOLN CASEY,
Brigadier-General, Chief of Engineers.

Hon. S. B. ELKINS,
Secretary of War.

Abstract of proposals for dredging in Philadelphia Harbor, Pennsylvania, for removal of Smith and Windmill islands, opened September 16, 1890, by Maj. C. W. Raymond, Corps of Engineers.

No.	Name and address of bidder.	Approximate quantities.			Amount.
		Depositing, at places provided by contractor, 500,000 cubic yards.	Depositing, at or near League Island, 500,000 cubic yards.	Removal of pile or timber wharfing or revetment, 10,000 linear feet.	
		<i>Per cubic yard.</i>	<i>Per cubic yard.</i>	<i>Per linear foot.</i>	
1	American Dredging Company, Philadelphia, Pa.-----	\$0. 16 $\frac{3}{4}$	\$0. 16 $\frac{3}{4}$	\$4. 00	\$207,500
2	Frank C. Somers, Camden, N. J.-----	.23	.21	4.40	264,000
3	The Penn Dredging Company, Philadelphia, Pa.-----	.17	.15	2.50	185,000
4	Baltimore Dredging Company, Baltimore, Md.-----	.22 $\frac{1}{2}$	.20 $\frac{1}{2}$	4.50	257,500

Total amount of each bid estimated on supposition that 500,000 cubic yards will be deposited at or near League Island.

All bids rejected in view of new legislation.

Abstract of proposals for removal by dredging of about 17,000,000 cubic yards of material and about 18,000 linear feet of timber work in the improvement of the harbor of Philadelphia, opened February 12, 1891, by Maj. C. W. Raymond, Corps of Engineers.

No.	Name and address of bidder.	Project of Board of Engineers of 1888.			League Island.	
		Excavating and removing material. 17,000,000 cubic yards.	Removal of pile and timber wharfing or revetment. 18,000 linear feet.	Amount of bid.	Depositing material upon League Island.	Spreading material upon League Island.
		<i>Per cubic yd.</i>	<i>Per lin. ft.</i>		<i>Per cub. yd.</i>	<i>Per cub. yd.</i>
1	Penn Dredging Company, Philadelphia, Pa.	\$0.14 $\frac{3}{4}$	\$2.97 $\frac{1}{2}$	\$2,586,550	\$0.23 $\frac{1}{10}$	\$0.01 $\frac{1}{10}$
2	National Dredging Company, Wilmington, Del. ....	.14 $\frac{3}{4}$	3.25	2,591,500	.25 $\frac{1}{2}$	.02 $\frac{1}{2}$
3	American Dredging Company, Philadelphia, Pa. ....	.12 $\frac{1}{2}$	1.90	2,159,200	.22	.18

Cost of the work as estimated by the Board of Engineers of 1888, \$3,500,000.

All bids rejected in view of new legislation changing conditions under which the improvement is to be executed.

Abstract of proposals for removal by dredging of about 18,000,000 cubic yards of material, and about 18,000 linear feet of timber work in the improvement of the harbor of Philadelphia, opened April 9, 1891, by Maj. C. W. Raymond, Corps of Engineers.

No.	Name and address of bidder.	Excavating and removing material. 18,000,000 cubic yards.	Removal of pile and timber wharfing or revetment, 18,000 linear feet.	Additional price for depositing and spreading material upon League Island, 2,500,000 cubic yards.	Amount.
		<i>Per cubic yard.</i>	<i>Per linear foot.</i>	<i>Per cubic yard.</i>	
1	James A. Mundy & Co., Philadelphia, Pa.	\$0.10 $\frac{1}{2}$	\$1.90	\$0.09 $\frac{1}{2}$	\$2,229,200
2	The Penn Dredging Company, Philadelphia, Pa. ....	.16 $\frac{3}{4}$	2.25	.24 $\frac{1}{2}$	3,668,000
3	American Dredging Company, Philadelphia, Pa. ....	.15 $\frac{1}{2}$	1.90	.23 $\frac{3}{4}$	3,417,950

Cost of the work as estimated by the Board of Engineers of 1888, not including the depositing of material on League Island and the additional excavation on Petty Island, authorized by the sundry civil act of March 3, 1891, \$3,500,000.

Contract (dated April 23, 1891) entered into with James A. Mundy & Co. In progress.

WASHINGTON, D. C., February 10, 1893.

SIR: The interest of the Commonwealth of Pennsylvania and the city of Philadelphia in the improvement of its harbor is large and closely connected with all contracts which the United States have or may enter into for carrying into effect such proposed improvements.

Nearly four years ago the State of Pennsylvania and the city of Philadelphia appropriated about \$400,000 for the purchase of the islands in front of the city and then donated them to the General Government for removal. Nevertheless, these islands stand to-day as an existing obstruction to the development of plans for their removal matured five years ago. In 1888 Congress appropriated money for beginning this work, and in 1890 and 1892 for continuing the same, and yet

the funds remain unapplied and the islands stand as much an obstruction to the development of the port as they did five years ago. Two years ago a contract was entered into with James A. Mundy & Co. for their removal, and yet after two seasons of inefficient work the contract has been annulled and the islands remain but little changed from the original condition. After two years' work by this contractor, and during which three extensions of time were granted, only 800,000 cubic yards of material was removed, when by the terms of his contract 5,000,000 cubic yards might have been required. At the rate of progress with which the work has so far been carried on over fifty years would be required to accomplish work which should be done in six or seven years. Under such delay the city of Philadelphia has greatly suffered, and its commercial interests have become dissatisfied and now demand the inauguration of methods and means which will accomplish the work desired; they protest against methods which may be but a repetition of the past, and to this end operations under future contracts should be in the hands of parties of established reputation and with known facilities for carrying on the work.

When the bid of J. A. Mundy & Co. was made two years ago they offered to supply such plant as would accomplish the work demanded by the specifications. The citizens of Philadelphia at that time protested against the making of a contract with them, claiming that Mundy & Co's. price was sufficient evidence that they did not understand the value of the work, and that it could not be done by anyone at their price. The repeated extensions named have been made under the promise that competent plant would be obtained for the work and penalties threatened and exacted for each failure. These failures and this delay have caused the belief to become fixed in the minds of those who represent these vast commercial interests that the work can not be done unless an adequate price is paid and it be placed in the hands of men who are known to have the necessary plant and experience in its management. The error in the past was in accepting the price of Mundy & Co. as a gauge of values for this work. A like error would be made now by accepting their present price again as values or their incompetent management in its execution.

Three years ago the United States assumed the responsibility of fixing the outside limit of wharf extension, and subsequently made such wharf extension contingent upon the removal of the islands. For two years the owners of the wharf property have been patiently awaiting such progress in the removal of these islands as would make permissible the advance and extension of the wharves to make them suitable to the demands of the port; and yet such extension of wharves is no nearer possible to-day than two years ago. The value of wharf property involved in this question is probably over \$30,000,000, and the business involved covers several hundred million dollars, and the interest involved is regarding with great alarm the continuation of past delays and any possibility of the repetition of past experiences through the contract for the work of removing the islands falling into the hands of irresponsible parties without the proper plant for vigorously pushing forward the work; therefore the commercial interests of Philadelphia protest against the adoption of any action tending to prevent the energetic prosecution of the work.

Appreciating the requirement of the port of Philadelphia and the gravity of the situation, and also guided by the experience of the past two years in dealing with inefficient and irresponsible contractors, the Department, in the work for which proposals have just been received, adopted such clear and explicit specifications as to the work to be done, its rate of progress, the facilities of bidders for doing the work, and their previous experience, as would easily place in the hands of the Department the means for reaching sound conclusions in the matter, and placing the work, if awarded, in the hands of reliable contractors who would be able to carry fully into effect the requirements of such specifications.

Attention is particularly called to clause No. 1 of general instructions for bidders, which refers to the prohibition of importations of foreigners and aliens under contractor agreement. By this law all citizens are prohibited from employing such persons by contract. Can there be one law for the citizen and another for the executive officers of the Government? We claim not. These specifications form part of any contract which may be made, and there could be no mutuality in such a contract which permitted one of the principals to do that which might be to its advantage and prohibits the other principal from enjoying the same privilege.

The law which prohibits the employment of foreign bottoms in coastwise traffic would, we claim, apply to the use of foreign boats in this work. These Canadian boats which Coffey & Connelly name in their bid must be employed in

transportation. The transportation of the materials for this work is necessarily a large and costly feature of the work, and the dredgers named are foreign loading machines which are to be employed to load foreign bottoms with cargo, and those foreign bottoms when loaded carry their freight to another point within the United States. All this, we claim, is clearly a violation of the law last quoted. Can the United States legally make a contract with foreigners for work involving coastwise transportation in foreign bottoms? If so, then our Post-Office Department could contract for coastwise mail carriage by the same method.

Respectfully submitted.

M. S. QUAY,

United States Senator.

J. D. CAMERON,

United States Senator.

JOHN E. REYBURN,

Fourth District, Pennsylvania.

A. C. HARMER,

Fifth District, Pennsylvania.

HENRY H. BINGHAM,

First District, Pennsylvania.

CHAS. O'NEILL.

JNO. B. ROBINSON,

Sixth District, Pennsylvania.

The honorable, The SECRETARY OF WAR,
Washington, D. C.

WASHINGTON, D. C., *February 13, 1893.*

SIR: I have the honor to submit the following statement relating to the proposals received at Philadelphia, Pa., January 31, 1893, for the improvement of Philadelphia Harbor, showing that the bid submitted by the American Dredging Company is the lowest and most advantageous to the Government.

In April, 1891, the United States awarded to James A. Mundy & Co. the contract for the work which is now under consideration. This contract was annulled in December, 1892.

During the two years that the Mundy contract was in force about 800,000 cubic yards were removed. The work done was the most inexpensive part of all that the contractor could have been called upon to do and without even entering upon the really difficult work, the contractor nevertheless found that the easiest part of the work cost him much more than the price which he received for it. What results would have been obtained had he been forced upon the more difficult parts of his contract may be imagined.

The causes of his failure were an entire absence of examination of the work before bidding thereon, and as a result an inadequate price for the work: without knowledge or experience and with an inadequate plant his failure became a necessity. The causes which have been in operation during the Mundy contract will remain in force under a repetition of similar errors. The work has so far never been entered upon with calculation or preparation for its real difficulties, but on the contrary has been treated as a gambling speculation. A repetition of this should be guarded against.

It is believed that the Coffey & Connelly bid was not founded upon careful examination of the work, character of material to be removed, or the resources of available dumping grounds. The bidder who neglects such investigations invalidates the safety of his conclusions, and renders most certain the correctness of the assumption that the work would never be carried to a satisfactory completion. If Coffey & Connelly are basing their bid upon James A. Mundy's judgment, experience, and advice, as now seems most probable, it may be said, with safety that Mundy's past experience and judgment does not give value to his present conclusions, or to their bid: therefore their prices should not be taken as a criterion of values.

For more than two years the American Dredging Company have had the present work under consideration and under the three previous lettings have applied the most careful examinations to the various questions involved and to the work in all its subdivisions. In addition to this preparation for bidding upon the work our company has, during the last fourteen years, been constantly engaged in dredging for the United States, and for private and corporate con-

cerns, along the present site of the work under consideration. It has made numerous borings to determine the character and extent of the clay and boulder formation underlying a part of the work, and a special study of the disposal of the many million cubic yards of material which has to be put ashore above low-water mark.

If the bid of Coffey & Connelly had been based upon experience and examination covering similar ground to that gone over by the American Dredging Company, a comparison might with propriety be made between the bids; but when one bidder either guesses at or else boldly assumes his data, where the other determines it by careful examination and study of known facts, there can be no common standard with which to measure the two bids. The bidders reason from data so unrelated that comparison is impossible.

There is every reason to believe that the American Dredging Company have superior facilities for doing this work; and an appreciation of the value of such facilities has entered into their determination of the price which they bid for the work. The repair and construction shops of the company are on the shore of that part of the river which is to be improved; the executive officers of the company are at Philadelphia, and in close proximity to the proposed work; they have a large plant both for the river work of dredging and for the filling upon League Island, which is well adjusted to the work and ready to be placed at once thereon. Coffey & Connelly have no such facilities of position, plant, or experience, and it is submitted that under all of these considerations favorable to the one and unfavorable to the other, that it is unreasonable to assume that the bid of Coffey & Connelly can be adopted as a standard of comparison, or as a safe basis upon which to make an award of such an important contract.

The prices named in the proposal of the American Dredging Company are as low as can be safely made by any reputable firm intending to actually perform the work under the specifications, and the Government can not hope to gain anything by further temporizing, as its experience with Mundy & Co. would be simply repeated again and again and the work thereby indefinitely delayed.

The tabulated statement below gives prices on all bids made to date, and these bids are all canvassed on the basis of the quantities named in the last specifications.

Bids of September 16, 1890.

Name of bidder.	River dredging.	Putting on League Island.	Spread- ing.	Revet- ment.	Total.
	<i>Cents.</i>	<i>Cents.</i>	<i>Cents.</i>		
American Dredging Co	16 $\frac{3}{4}$	16 $\frac{3}{4}$	-----	\$4.00	\$4,008,250
F. C. Somers	23	21 $\frac{1}{4}$	-----	4.40	5,444,200
Penn Dredging Co	17	15	-----	2.50	4,003,000
Baltimore Dredging Co	22 $\frac{1}{4}$	20 $\frac{1}{4}$	-----	4.50	5,269,750

Bids of February 12, 1891.

Penn Dredging Co	14 $\frac{3}{10}$	23 $\frac{3}{10}$	01 $\frac{5}{10}$	\$2.97	\$3,755,960
National Dredging Co	14 $\frac{7}{10}$	25 $\frac{1}{2}$	02 $\frac{1}{2}$	3.25	3,822,000
American Dredging Co	12 $\frac{1}{2}$	22	18	1.90	3,521,700

Bids of April 9, 1891.

Jas. A. Mundy & Co	10 $\frac{1}{2}$	09 $\frac{1}{4}$	-----	\$1.90	\$2,672,325
Penn Dredging Co	16 $\frac{3}{4}$	24 $\frac{1}{4}$	-----	2.25	4,131,750
American Dredging Co	15 $\frac{1}{2}$	23 $\frac{3}{4}$	-----	1.90	3,841,700

Bids of January 31, 1893.

Coffey & Connolly	12 $\frac{1}{4}$	14	-----	\$1.25	\$2,990,000
American Dredging Co	14 $\frac{3}{10}$	16	-----	1.50	3,407,200
Penn Dredging Co	14 $\frac{7}{10}$	17 $\frac{1}{2}$	-----	1.90	3,544,700

The foregoing bids are canvassed upon the quantities named in the specifications dated January 31, 1893, viz, 21,500,000 cubic yards in excavation and 2,000,000 cubic yards placed on League Island and 18,000 linear feet of revetment.

The following differences are noted between the lowest and next lowest bids in each case, viz: (1) \$8,250, (2) \$235,260, (3) \$1,269,375, (4) \$417,200.

A careful examination of these figures will show that as between men experienced and intelligent in dredging work the differences are small; while such large differences, which appear as between them and Mundy & Co., and Coffey & Connolly, prove clearly that the prices of the bidders last named are merely guesses made to beat the prices of those who know.

An analysis of the column of totals in the table shows the above claim to be well taken, viz, differences between American Dredging Company and Penn Dredging Company on (1) \$8,250; (2) between American Dredging Company and Penn Dredging Company, \$235,260, and between Penn Dredging Company and National Dredging Company, \$66,040; (3) difference between Penn Dredging Company and American Dredging Company, \$290,050; (4) difference between Penn Dredging Company and American Dredging Company, \$137,500.

The difference in the first bid is 0.2 per cent; in the second $\frac{1}{2}$ per cent; in the third 7 per cent; and in the fourth 4 per cent.

In contrast with these differences are the guesses of Mundy & Co. and Coffey & Connolly, the former nearly 50 per cent and the latter 14 per cent below the bids of contractors.

Under the facts herein named it is respectfully submitted that the difference of about \$400,000 between the bid of Coffey & Connolly and the American Dredging Company is not the result of a difference of expert judgment when applied to similar data, but rather the difference between the proposal of a bidder uninformed upon the work to be done in detail, and unprepared to carry into effect the requirements of the specifications, contrasted with the proposal of a contractor carefully informed as to the character of the work and fully prepared to carry on the same in accordance with the specifications.

Yours, very respectfully,

AMERICAN DREDGING COMPANY,
L. Y. SCHERMERHORN, *President.*

The honorable, the SECRETARY OF WAR,
Washington, D. C.

PHILADELPHIA, *February 13, 1893.*

DEAR SIR: I inclose you a few notices *re* to river island contract. I know positively that James A. was interested in the bid of Coffey & Co., because Bruce told me on Saturday that after the bids were read that James A. called him over the "phone" and said: "We are the lowest bidders," but he (Bruce) also said that they (the lowest bidders) had not a ghost of a chance for obtaining the job. The sheriff told me Saturday that he would have some news *re* to dredging plant which he has attached by this morning. I shall call on him; he said he would probably know when he would sell same.

Yours truly,

N. H. RAND.

C. AMORY STEVENS, Esq.,
New York City.

The Connollys you refer to succeeded Moore & Wright on the Quebec Harbor works. They obtained the contract by fraud through having their bids changed by the engineers after the bids were in. Under this contract they had about 1,000,000 cubic yards to dredge *in situ* and by bribing the inspectors and officials they were paid for dredging over 2,000,000 cubic yards. They were always in trouble with the engineer until they, the Connollys, finally got them removed through political influence, and had others appointed who were afterward removed for bribery.

Their Quebec work was investigated by a committee of Parliament and the result of the investigation was, that the Connollys have been indicted for conspiracy in robbing the Government of some million and one-half dollars. The trial will take place at Ottawa very soon, while at Quebec a few weeks ago a prominent member of the Government informed me that it would be the political death of any party in Canada to award a contract within the Dominion to the

Connollys. You ask me if I know them, and if they are American citizens. In their testimony before the committee of Parliament they swear that they are British subjects, and I know that they are voters in Quebec. They are considered by every one who knows them to be two of the greatest villains in Canada. They had two dipper dredges at Quebec, neither of which was capable of dredging over 1,000 cubic yards *in situ* per day. As to their clam shells they had none, and there are none in Eastern Canada, and neither of the Connollys are practical dredgemmen.

A recent survey of the work done by them shows it to have been very badly executed. In places they dredged from 10 to 12 feet below the plane, where the material was soft, and from 5 to 10 feet above grade where the material was hard.

I have been retained by the Canadian Government as an expert on this work with Mr. Steelkel, and have gone over the whole matter within the last six months. If the Department have thought of awarding the work to the Connollys I will go to Washington and put the whole matter of their connection with public works in Canada before the Government, wherein it was proven that there was rascality and fraud connected with their contracts on the British Columbia, Point Levi, Quebec, and Kingston docks.

If there is any fear of the Department awarding the work to them I will place before Secretary Elkins and Gen. Casey the evidence or testimony taken before the committee of investigation on the part of Parliament, which shows plainly that these two Connollys have never done any honest work in Canada.

STATE OF NEW YORK,

City and County of New York, ss:

Caleb G. Collins, resident of Woodsburg, Long Island, N. Y., being sworn deposes and says: On or about January 13, 1893, Mr. E. C. Shapley, of Philadelphia, attorney and representative of J. A. Mundy & Co., called at the office of C. Amory Stevens, 39 Broad street, New York, and made to me the following proposition to submit to C. Amory Stevens, to wit: That James A. Mundy, of Philadelphia, ex-contractor of the Philadelphia Harbor work, had a party with dredging plant who would like to join it with the present plant at Philadelphia known as the J. A. Mundy & Co. plant, if Mr. Stevens would also enter the combination as one of the members and it to make a bid for the new contract then advertised, for January 31, 1893. I asked Mr. Shapley if the plant offering was in Canada. He replied yes. I then inquired if Connolly Bros. were the owners. Mr. Shapley answered that he believed that they were. I then called his attention to the fact that they owned but two dredges of importance and very little scow capacity; also that they could hardly reach the Delaware before June—too late for the commencement of the work by the terms of the specifications. Mr. Shapley remarked that if such were the facts that combination would be impracticable. Just after the conversation above narrated, Mr. C. Amory Stevens entered the office and I mentioned Mr. Shapley's proposition to him. Mr. Stevens thereupon addressing Mr. Shapley said that he had corresponded with the Connolly Bros., had investigated the plant in question, and had not found it as a whole specially desirable for the work. Moreover he could not consider further business relations with James A. Mundy.

CALEB G. COLLINS.

Sworn to before me this 4th day of February, 1893.

HAMPTON D. EWING,
Notary Public, Westchester County.

Certificate filed in New York County.

[Telegram.]

PHILADELPHIA, PA., *February 11, 1893.*

Hon. STEPHEN B. ELKINS,

Secretary of War, Washington:

The Commercial Exchange, deeply interested in Philadelphia's much-needed harbor improvements, believes recommendation United States Engineers Department regarding award of contract for removal Delaware River islands should meet your approval.

LINCOLN K. PASSMORE,
President.

WASHINGTON, D. C., *February 9, 1893.*

MY DEAR MR. SECRETARY: I called at your house and office twice—no Secretary. Well, this will not be so under the next.

I called to say that I wished you would not let any contracts to foreigners for dredging the Delaware River near the Jersey side. We in New Jersey prefer American citizens. The man who now bids lowest, I hear, has once failed to fill the contract; and to do better, has now called to his aid an association of Canadians.

I have no choice between the American companies who bid. I have good friends in both, and would be pleased with either. I am informed, however, the American Company is lower than other American companies who bid. In order that the work may be done speedily and with proper regard to the health of the people, the interests of commerce, etc., I suggest that you give the work to a home company, as I hear that the difference in bids is less than half a cent per cubic yard between the lowest and highest.

Yours, etc.,

J. R. MCPHERSON.

Before deciding, please let me see you. I will call this p. m.

[Telegram.]

PHILADELPHIA, PA., *February 11, 1893.*

Hon. STEPHEN B. ELKINS,
Secretary of War, Washington, D. C.:

The Board of Harbor Commissioners for the city of Philadelphia believes the best interests of the improvement of our harbor demand that the recommendations of the United States Engineer Department as to the award of contract for the removal of the islands be approved.

CHAS. PLATT,
President.

WASHINGTON, D. C., *February 9, 1893.*

DEAR SIR: Referring to the bids for the Philadelphia Harbor, I have to say in behalf of Coffey & Connelly, as follows:

First. I personally know of their pecuniary responsibility and of that of their sureties. Whoever states the contrary to you may state what he is told, but what he can not know. I assert their entire responsibility.

Second. They are not foreigners. Mr. Coffey was elected to office in New York State twenty-four years ago. Mr. Connelly came to this country over forty years ago. They have for ten years done much work in Canada, and as their work is there unfinished the Messrs. Connelly give their address as in Canada.

Third. They have in the language of the specifications "under their control" the plant necessary to do the work. Maj. Raymond can not know that this is not so, and when he says it he is in error, as he is in his statement that to do the work will require twelve dredges. They are prepared to satisfy you of their facilities for doing the work. As they have given good bonds to the amount of \$250,000 in their bid, and must double the same on their contract, the Government is abundantly protected.

Fourth. They have no connection with the former bidder.

You know me well enough to know I would not mislead you in this matter.

Yours, truly,

GEORGE BLISS.

Hon. S. B. ELKINS,
Secretary of War.

[Telegram.]

PHILADELPHIA, *February 11, 1893.*

The SECRETARY OF WAR, *Washington:*

The Philadelphia Maritime Exchange, conversant with requirements for satisfactory removal of islands, respectfully but earnestly recommends in the interest of prompt and efficient work the awarding of contract as recommended by the Chief of Engineers.

GEO. E. EARNSHAW, *President.*
EDWARD R. SHARWOOD, *Secretary.*

[Telegram.]

PHILADELPHIA, Pa., *February 13, 1893.*

To Hon. STEPHEN B. ELKINS,
Secretary of War, Washington, D. C.:

In the interests of the commerce of this port, and as representing a business directly affected by the improvement of the harbor of Philadelphia, I hope that the contract for the removal of the islands will be awarded in accordance with the recommendations of the Chief of the United States Engineers.

W. D. WINSOR.

WASHINGTON, D. C., *February 11, 1893.*

SIR: I respectfully beg to call your attention to the bids opened by Maj. Raymond at Philadelphia, Pa., on the 31st ultimo, *in re* improvement of Philadelphia Harbor, and particularly to the bid of W. J. Coffey, of New York, Nicholas Connolly, of Quebec, and Michael Connolly, of Kingston, Canada.

The bid made by these parties, I submit, under the law governing, should not be considered, if under the statutes we prohibit the importation of foreigners and aliens under contract or agreement to perform work in the United States, I assume you cannot give to these parties above named any consideration. If under the law you could, I again assume you would not, for the reason that their bid was informal, the signature of Nicholas Connolly not being witnessed as required by general instructions to bidders.

My clients, the American Dredging Company, of Philadelphia, Pa.—a corporation well and favorably known—were the lowest responsible bidders under the invitation issued by Maj. Raymond for the improvement of Philadelphia Harbor, and I respectfully ask that you will confirm the award of the contract for this work to them.

It is a sorry feature presenting itself with this work that, after so many invitations to bidders have been made, so little has been accomplished; but when consideration is given to the former values offered, it is explained, and were it legal to award the contract to the lowest bidders (irresponsible), the same conditions would follow, for the fact is that no responsible bidder or bidders can do this work satisfactorily to the Bureau of Engineers, United States Army, at a price so low as named by these foreign and irresponsible bidders.

The contract for this same work formerly held by Messrs. Mundy & Co., and annulled by your orders, was, as all reputable dredgers knew, at too small a value for the work to be performed, and the action directed by you was anticipated. It is too bad that a standard of value for the performance of contract work should be made by men who are unable to fairly calculate the magnitude of the undertaking, and I submit that such former values or that submitted by these foreign bidders should not control your views.

To the people of Philadelphia, and, in fact, those of the State of Pennsylvania, this proposed work is of the utmost importance, and time enters into it as an important factor. To show to you the difference between a responsible bidder, as my clients, and Messrs. Mundy & Co., who at first proposed to perform this work in, say, one year and a half, or thereabout, they removed 800,000 cubic yards, while my clients at Baltimore, doing work under the Engineer Bureau of your Department, during the same period removed 6,000,000 cubic yards of material.

Now, I assert, without any reservation, that Messrs. Mundy & Co., being defaulting contractors who could not be recognized again as bidders, are, or that Mr. Mundy is, interested in the bid of these aliens, and that the consideration of their bid, or the values therein contained, would be unjust to our native bidders, and of course unjust to my clients, who are the lowest responsible bidders under the invitation extended by Maj. Raymond.

Now, Mr. Secretary, I dismiss these foreign bidders, believing they will receive no consideration at your hands. My clients have made their bid after the most careful investigation of what would be required, and by the figures proposed by the Penn Dredging Company they have shown themselves careful computers. We underbid them only \$137,500—say \$137,500—and I make no doubt, if you confirm the award of this contract to my clients, it will be acceptable to those who stand as representative men of the city of Philadelphia and the State of Pennsylvania. You are fully aware of the large interest depending upon the

early prosecution and fulfillment of this proposed work, and I believe you can make no mistake in permitting my clients to proceed.

Very respectfully,

A. F. CARMAN,

Attorney for the American Dredging Company.

S. B. ELKINS,

Secretary of War, War Department, City.

[Telegram.]

PHILADELPHIA, PA., *February 11, 1893.*

Hon. S. B. ELKINS,

Secretary of War, Washington, D. C. :

We cordially indorse recommendation of United States Engineering Department for awarding contract for removal of island in Delaware River.

INSURANCE COMPANY OF NORTH AMERICA,
By G. E. FRYER, *Secretary.*

[Official business—War Department telegram.]

FEBRUARY 11, 1893.

Col. GEORGE BLISS,

Attorney at Law, 160 Broadway, New York City :

If you have anything further to submit on subject of dredging contracts, Delaware River, please do so by Monday next, 13th instant, as I wish to dispose of matter at an early day. You can do so in person or by letter, as you may prefer.

S. B. ELKINS,

Secretary of War.

[Telegram.]

SENATE, *February 9, 1893.*

Hon. S. B. ELKINS:

I acknowledge receipt of telegram from your chief clerk advising me that at 12 o'clock a decision would be had upon the bids for the award of the contracts at Windmill Island. Gen. Casey, in response to inquiries in the Committee of Commerce this morning, stated he had approved the bid of the American Dredging Company. Either this company or the Penn Company is responsible and will do the work. Against the acceptance of the bids of Coffey and Connellys I protest for the reason that they are irresponsible and unworthy of credit. They are believed to represent the concern which made the recent failure and are Canadians whose home record as contractors is not good.

M. S. QUAY.

[Memorandum for the Secretary left by Senator Higgins.]

FEBRUARY 9, 1893.

I called to make an urgent recommendation that the action of Maj. Raymond and Gen. Casey in awarding the contract for the removal of the islands at Philadelphia to the American Dredging Company be confirmed by you.

Very strong influences both from Wilmington and Philadelphia, interested in the commerce of both States, are anxious that the matter should take this course. They have no confidence whatever in Mundy or in the Canadian and New York parties behind whom he stands and who made the last bid. The New Yorker is Keenan, of odious boodle fame, and Connelly is with him from Canada. Their plant is around Kingston and would have to be brought out of the St. Lawrence by sea and sent to Philadelphia. It would probably not reach there before July and would be inadequate for doing the work. The commercial interests are anxious that this matter should be in the hands of those who will push it through promptly.

WILMINGTON, DEL., *February 23, 1893.*

Personally appeared before me, John Craig, a notary public for the county of New Castle, State of Delaware, Charles W. Nelson, jr., superintendent of dredging in Baltimore, Md., and being duly sworn, states that he was personally present in the United States engineer's office, No. 1428 Arch street, Philadelphia, Pa., on January 31 last, when bids were opened by Maj. Raymond for improvement of Philadelphia Harbor, and directly after said bids were opened he was introduced to Jas. A. Mundy, late a contractor for removal of the islands in said harbor.

Said Mundy told him (Nelson) that the bid of Coffey & Connellys was his (Mundy's) bid, and asked if he had any dredges that he would like to put on the work.

CHAS. W. NELSON, JR.
JOHN CRAIG, [SEAL.]
Notary Public.

PHILADELPHIA, PA., *February 23, 1893.*

SIR: I respectfully transmit herewith the inclosed deposition of Charles W. Nelson, jr., relating to the connection of James A. Mundy, recent contractor for the improvement of Philadelphia Harbor, whose contract therefor was annulled in December, 1892, with the proposal of Messrs. Coffey & Connelly, for the improvement of said harbor, received with others at Philadelphia, Pa., January 31, 1893.

I further request that this deposition be placed on file and made a part of the papers relating to said proposals.

Yours, very respectfully,

AMERICAN DREDGING COMPANY,
L. Y. SCHERMERHORN,
President.

The honorable, The SECRETARY OF WAR,
Washington, D. C.

UNITED STATES SENATE,
Washington, D. C., February 16, 1893.

MY DEAR SIR: Permit me to call your attention to the contract for removing the islands in the harbor at Philadelphia, for the work of which Mr. Connolly and Mr. Coffey, of Brooklyn, N. Y., are the lowest bidders.

Mr. Coffey I know personally to be a responsible and energetic man who will do the work promptly and well. It seems to me that these gentlemen are entitled to the contract. I am aware that some parties from Philadelphia are trying to influence an adverse decision, but I trust that you will see your way clear to award the contract to the lowest bidders.

Yours, very truly,

DAVID B. HILL.

Hon. STEPHEN B. ELKINS,
Secretary of War.

OFFICE OF THE CHIEF OF ENGINEERS,
UNITED STATES ARMY,
Washington, D. C., February 20, 1893.

MAJOR: Referring to your letter of February 6, 1893, transmitting an abstract of proposals, etc., for the improvement of the harbor of Philadelphia, you are informed that the Secretary of War has given instructions that all the bids be rejected and that proposals be again invited by advertisement. Action will be taken accordingly.

By command of Brig. Gen. Casey:

Very respectfully, your obedient servant,

THOS. TURTLE,
Captain, Corps of Engineers.

Maj. C. W. RAYMOND,
Corps of Engineers, Philadelphia, Pa.

S. Ex. 102—4

[Telegram.]

WASHINGTON, D. C., February 27, 1893.

Maj. C. W. RAYMOND,

Corps of Engineers, 1428 Arch street, Philadelphia, Pa.:

Suspend all further action regarding the readvertising of Philadelphia Harbor work until further advised.

By direction of the Secretary of War:

CASEY,
Chief of Engineers

[Memorandum.]

The Pennsylvania Congressional delegation represent that the Commonwealth of Pennsylvania and Philadelphia City are deeply interested in the improvement of Philadelphia Harbor and closely connected, in their interests, with all contracts the United States may make for carrying on work of improvements.

They refer to disadvantages resulting from delay of Mundy & Co. in carrying on the work under their recent contract, and that the error was in accepting their bid as a gauge of values in the work. The work should be vigorously prosecuted, and the subject of facilities of bidders for doing the work is an important one.

They present questions involving the legality of any award that might be made to Coffey & Connolly as Canadian boats (foreign bottoms) would have to be employed in the work, which would be contrary to law.

[Memorandum.]

FEBRUARY 9, 1893.

The Hon. Charles O'Neill, of Pennsylvania, called at the Department to-day and stated that he thought the Department would do great justice by awarding to the American Dredging Company the contract for work on river at Philadelphia. The said company is composed of men of unlimited credit, and have a plant ready to do the work. In his opinion they are the best bidders, knowing the river—in fact living on it—and can perform the work within the time specified in the contract. Considering their ability to comply with the terms, he thinks the Secretary will make no mistake in giving them (the American Dredging Company) the contract.

Mr. McAleer and Mr. Reyburn, both of Pennsylvania, also called this morning and expressed the hope that contract would be awarded to such party as was able and possessed the facilities to promptly do the work. In their opinion the American Dredging Company is such a party; next to them the Penn Company, although the bid of latter is not so low.

[Memorandum.]

Larkin, Connolly & Co. conspired to defraud the Government. (Report of committee House of Commons, Ottawa, page IV nn.)

Firm of Larkin, Connolly & Co. consisted of P. Larkin, N. K. Connolly, M. Connolly, O. E. Murphy, R. H. McGreevy (page LXXXII c).

As to citizenship of N. K. Connolly (pp. 385, 386).

As to charge of perjury against N. K. Connolly (pp. 387, 388).

[Memorandum.]

WAR DEPARTMENT.

The American Dredging Company submit statement to show that their bid is the lowest and most advantageous to the Government.

The work performed by Mundy & Co. for two years under their contract cost them more than they received for it.

The American Dredging Company has had this work under consideration for three years, and bid understandingly. They have superior facilities for doing the work.

The bid of Coffey & Connolly was not based upon proper consideration and knowledge of the work to be done.

Accompanying is a statement showing bids offered.

[Telegram.]

HOUSE OF REPRESENTATIVES, *January 31, 1893.*

Gen. CASEY, *Chief Engineer:*

Can you advise me at once the date in the advertisement whereby bids for the improvement of the Delaware Harbor and the removal of the islands is to be opened or received by the Department.

H. H. BINGHAM.

[Telegram.]

HOUSE OF REPRESENTATIVES, *February 1, 1893.*

Gen. CASEY: Several Philadelphians bidding for contract for removal of island in Delaware River opposite Philadelphia. Our colleagues and I are anxious for you to postpone till later, say Friday week, till some of us can see you.

CHARLES O'NEILL.

[Telegram.]

HOUSE OF REPRESENTATIVES, *February 1, 1893.*

Hon. STEPHEN ELKINS:

I and other Philadelphia members are very anxious that Gen. Casey, Chief of Engineers, should not decide on bids for removal of the islands opposite Philadelphia, in the Delaware River, until we and several of our constituents can see him on Friday. Won't you please oblige us by requesting Gen. Casey to postpone action for the present?

CHAS. O'NEILL.

[Memorandum.]

SECRETARY'S OFFICE, *February 2, 1893.*

The Secretary of War desires that the accompanying telegram be submitted to the Chief of Engineers with the remark that the Secretary would be pleased to comply with the request to delay action in the matter until the time specified.

Respectfully submitted to the Chief of Engineers.

J. A. DAPRAY,
First Lieutenant, Twenty-third Infantry

UNITED STATES SENATE,
Washington, D. C., February 6, 1893.

MY DEAR MR. SECRETARY: I intended to call upon you this morning to see you in relation to several matters in which I feel a warm interest, but my secretary, who was at the War Department on his way to my house, tells me that you are not expected at the Department before 11 o'clock, at which hour my presence is required at the Senate Chamber, and as I am compelled to go to Harrisburg this afternoon I will not be able to see you to-day. I write to request that the Department take no action in the matter of awarding the contract for the removal

of the islands in the Delaware River between Philadelphia and Camden until after I have seen you and explained the circumstances. I intend to file, if necessary, a written protest against the award to the lowest bidder.

Yours, very truly,

M. S. QUAY.

Hon. S. B. ELKINS,
Secretary of War.

[Telegram.]

WASHINGTON, D. C., *January 31, 1893.*

Hon. H. H. BINGHAM,
House of Representatives:

Philadelphia work was readvertised December 20: bids to be opened to-day.
CASEY, *Chief of Engineers.*

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